

## **DISCLOSURE STATEMENT**

(*Real Estate Development Marketing Act of British Columbia*)

### **FIRST LIGHT AT MARINE DRIVE**

Lot 13, Marine Drive  
Ucluelet, British Columbia

**Date: April 26, 2023**

**Disclosure Statement with respect to an offering for sale by ACMC Holdings Ltd. of 33 residential subdivision lots in a development to be known as "First Light at Marine Drive" located on Lot 13, Marine Drive, in the District of Ucluelet, in the Province of British Columbia.**

#### **DEVELOPER:**

Mailing address for the Developer in British Columbia:

Address for service for the Developer in British Columbia:

#### **ACMC HOLDINGS LTD.**

584 Beach Road  
Qualicum Beach, BC V9K 1K7

**Attention: Andrew McLane**

145 Hirst Avenue E.  
P.O. Box 1867  
Parksville, BC V9P 2H6

#### **REAL ESTATE AGENT OF THE DEVELOPER:**

#### **RE/MAX Mid-Island Realty Ltd.**

109 – 1917 Peninsula Road  
P.O. Box 195  
Ucluelet, BC V0R 3A0  
Tel: (250) 726-2228  
Toll Free: 1-800-600-1718  
Facsimile: 250-726-2229  
Attention: Judy Gray  
Email: [info@judygray.com](mailto:info@judygray.com)  
Cell: 250-720-7028

**"This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.**

**This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of \_\_\_\_\_ and \_\_\_\_\_, the purchaser(s) of Lot \_\_\_\_\_, who has/have confirmed that fact by initialing the space provided here: \_\_\_\_\_/\_\_\_\_\_."**  
(initials)

**In accordance with Section 15(3) of the *Real Estate Development Marketing Act*, and the *Electronic Transactions Act*, a developer may provide a copy of a Disclosure Statement by electronic means but only with the written consent of the prospective purchaser.**

### **RIGHT OF RESCISSION**

**Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit (a subdivision lot) may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.**

**A purchaser may serve a Notice of Rescission by delivering a signed copy of the Notice in person or by registered mail to the developer at the address shown in the disclosure statement received by the purchaser,**

- (a) the developer at the address shown in the purchaser's purchase agreement,**
- (b) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser,**
- (c) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement, or**
- (d) no more than one year has elapsed after the transfer of title to the development unit (a subdivision lot) to the purchaser. The foregoing rights of rescission apply regardless of whether title to the development unit (a subdivision lot) has been transferred.**

**The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.**

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### ***Real Estate Development Marketing Act – Policy Statement 6***

The Developer has determined to market and offer for sale each of the 33 subdivision lots which are the subject of this Disclosure Statement prior to receiving a satisfactory financing commitment pursuant to *Real Estate Development Marketing Act* Policy Statement 6.

**Policy Statement 6 permits a developer to market and offer for sale development units (subdivision lots) for which the developer has not yet received a satisfactory financing commitment, but only on complying with the following terms and conditions:**

(a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 12 months or less from the date the developer filed the disclosure statement with the Superintendent;

(b) The developer markets the proposed development units (subdivision lots) under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the Superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the Superintendent during that period. The developer must also either:

- (i) prior to the expiry of the 12 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or
- (ii) upon the expiry of the 12 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 12 month period, all units (subdivision lots) in the development property being marketing under this Policy Statement are sold or the developer has decided not to proceed with the development.

(c) Any purchase agreement used by the developer, with respect to any development unit (subdivision lot) offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:

- (i) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;
- (ii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and
- (iii) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;

(d) The disclosure statement includes, as an exhibit, a copy of the developer's purchase agreement used under this Policy Statement (see **Exhibit 6.1, with attached Schedules A and B**); and (e) Provisions (a), (b) and (c) above, must be set out in **bold print** in the disclosure statement immediately after the statutory right of rescission.

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**Requirements of the Real Estate Development Marketing Act** (the “Act”)**Development Approval**

**Section 4 of the Act** provides that a developer must not market a subdivision lot unless a subdivision plan has been deposited in a land title office or an approving officer has given preliminary layout approval.

**Preliminary Layout Approval** - On January 20, 2021 the Approving Officer for the District of Ucluelet (the “Approving Officer”) issued a Preliminary Layout Assessment (the “PLA”) to APMC Holdings Ltd. (the “Developer”) for a proposed 33 lot fee simple subdivision of the lands located on Marine Drive, Ucluelet, British Columbia and legally described as Lot 13, District Lot 283, Clayoquot District, Plan VIP84686 (the “Lands”).

On April 18, 2023 the Approving Officer cancelled this PLA and issued a revised PLA.

**Construction Financing**

**Section 12 of the Act** provides that a developer must not market a subdivision lot unless the developer has made adequate arrangements to ensure payment of the cost of utilities and other services associated with the subdivision lot.

The Developer has secured a conditional financing commitment from the British Columbia Housing Commission for a loan to provide funds for construction of the Development.

The Developer has determined that, with the assistance of this financing from the British Columbia Housing Commission, the Developer will have sufficient funds to construct the Development, including the provision of all available municipal and private utility service for each of Lots 1 to 33.

**Satisfactory Financing Commitment** – The Developer expects to receive an unconditional financing commitment from the British Columbia Housing Commission once the Developer has secured a sufficient number of Contracts for the presale of Lots, the proceeds of which will fully repay the anticipated construction loan.

The Developer has determined that any such Contract for the purchase and sale of a Lot in the Development will be subject to a Vendor’s Condition Precedent which will provide that the Vendor, in its sole and absolute discretion, shall have the right to cancel any such Contract in the event the Vendor is unable to secure a sufficient number of presales to fully repay the anticipated construction loan with the British Columbia Housing Commission.

**Marketing and Sales of Subdivision Lots**

**The Developer may conditionally market and offer for sale each of Lots 1 to 33 in the Development on compliance with the terms and conditions of Policy Statement 6 (see Page 3) issued by the Superintendent pursuant to the Act.**

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## 1. **DEVELOPER**

### 1.1 **Incorporation Information**

ACMC Holdings Ltd. (the “Developer”) was incorporated under the laws of the Province of British Columbia on February 3, 2019 under incorporation number BC1106229.

### 1.2 **Purpose of Incorporation**

The Developer was specifically incorporated for the purpose of purchasing and developing the lands which are the subject of this Disclosure Statement. The Developer does not own any other land. The Developer does not own any other assets.

### 1.3 **Registered and Records Office**

The registered and records office for the Developer is 145 Hirst Avenue East, P.O. Box 1867, Parksville, British Columbia, V9P 2H6.

### 1.4 **Directors**

The sole director of the Developer is Andrew Charles McLane.

### 1.5 **Further Particulars of the Developer**

#### (1) **Experience** - This is the first real estate development of the Developer.

Andrew Charles McLane has been a licensed real estate agent in the Province of British Columbia since June 6, 2004 and has been actively involved in the marketing and offering for sale of real property on Vancouver Island.

In addition, Andrew Charles McLane has also been actively involved in the ownership, development and construction of single family manufactured homes and fee simple subdivision lots on Vancouver Island since 2005.

#### (2) **Penalties and Sanctions** - Neither the Developer nor any director, officer or principal holder of the Developer or any director or officer of a principal holder, within the ten (10) years before the Developer's Declaration attached to the Disclosure Statement, has ever been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities or to lending money secured by a mortgage of land or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

#### (3) **Bankruptcy and Insolvency** - Neither the Developer nor any director, officer or principal holder of the Developer or any director or officer of a principal holder, within the five (5) years before the date of the Developer's Declaration attached to the Disclosure Statement, was declared bankrupt or made a voluntary assignment in bankruptcy or made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to, or instituted, any proceedings, arrangements or compromised with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

- (4) **Other Developers** - None of the directors, officers or principal holder of the Developer or any director or officer of a principal holder have ever been a director, officer or principal holder, within the five (5) years before the date of the Developer's Declaration attached to the Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:

(a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, and described any penalties or sanctions imposed, or

(b) was declared bankrupt or made a voluntary assignment in bankruptcy made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

For the purpose of this section 1.5 "principal holder" is defined to mean any person holding directly or indirectly more than 10% of any class of voting securities of the issuer of those securities.

- 1.6 **Conflicts of Interest** - There are no existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the Lots in connection with the Development which could reasonably be expected to affect the purchaser's purchase decision.

## 2. **GENERAL DESCRIPTION**

### 2.1 **General Description of the Development**

- (1) **The Lands** - The Lands which are the subject of this Disclosure Statement are located at Lot 13 Marine Drive, in the District of Ucluelet, in the Province of British Columbia.

Marine Drive intersects Peninsula Road which is the principal roadway travelling through the Village of Ucluelet connecting to the Pacific Rim Highway.

On April 28, 2020 the Lands were rezoned to R-5 Compact Single Family Residential, which zone is intended for more affordable, compact, single family residential development.

The Developer intends to subdivide the Lands into Lots 1 to 33 as illustrated on the proposed subdivision plan, a copy of which is attached hereto as **Exhibit 1.1** (the "Subdivision Plan").

The proposed 33 subdivision lots are hereinafter collectively called the "Lots" and individually, a "Lot".

The Developer expects to commence construction between the estimated date range of June 15, 2023 and September 15, 2023 and expects to complete the



construction between the estimated date range of September 15, 2023 to December 15, 2023.

This construction will include the installation of all available municipal and private utility services and the construction of the roadways, landscaping and other matters for the Development pursuant to the terms and conditions of the issued PLA, the Development Permit and the Development Variance Permit (see Section 6.1).

**As at the date of filing of this Disclosure Statement none of Lots 1 to 33 in the Development have been provided with any of these municipal and private utility services.**

Concurrent with the construction of the Development, the Developer intends to enter into a contract for the construction of 33 manufactured homes.

Each manufactured home will be placed on a foundation with a heated crawlspace with an exterior access hatch. The foundations will be poured concrete with rebar inlaid with reinforcement and tied down to bedrock using pinned rebar.

**The Developer expects to complete the installation of the manufactured homes on the Lots on or before December 31, 2023 and, in any event, before the transfer of title of any Lot sold to the first purchaser thereof.**

The completed Development will include the following:

- (a) asphalt surfaced public roadways fronting each of Lots 1 to 33 which roadways will be dedicated as public roadways as illustrated on the proposed Subdivision Plan (see **Exhibit 1.1**), including concrete curbs and gutters with in-ground storm water catch basins and mountable curbs providing vehicle access to each fronting Lot, together with full street lighting with all exterior lighting to be full cut-off and night sky compliant;
  - (b) all public roadways will also include landscaping and municipal street trees;
  - (c) an area of park dedication illustrated as “**PARK DEDICATION**” on **Exhibit 1.1**;
  - (d) a vegetated buffer area surrounding the Development Lands as illustrated on **Exhibit 1.1**;
  - (e) timber and split-rail fencing bordering the vegetation buffer areas and park land/riparian areas, including signage indicating these areas as environmentally sensitive lands.
- (2) **Access** – Each Lot in the Development will be provided with an asphalt surfaced driveway having a minimum depth of 5 metres from the adjacent public roadway.

- (3) **Subdivision Plan** - A copy of the proposed Subdivision Plan is attached hereto as **Exhibit 1.1**.

The proposed Subdivision Plan illustrates:

- (a) the boundaries of the Lands;
  - (b) the location, area and dimensions of each of Lots 1 to 33;
  - (c) that part of the Lands to be dedicated as park;
  - (d) that part of the Lands to be dedicated as public road;
  - (e) those parts of the Lands to be retained as vegetated buffer areas around the perimeter of the Lands;
  - (f) a 3 metre wide Statutory Right of Way for a pedestrian path through Lot 13 connecting to the adjacent parkland; and
  - (g) a 3 metre wide Statutory Right of Way through Lot 1 for connection to an existing Statutory Right of Way within Plan EPP79719 through adjacent Lot A of Plan VIP86121.
- (4) **Marketing and Sales of Lots** – It is the intention of the Developer to market each Lot, together with a fully constructed Manufactured Home located on a permanent foundation. An illustration of typical manufactured homes proposed for the Development is attached hereto and marked as **Exhibit 2.1**.

**The Developer reserves the right, in its sole and absolute discretion, to change any of the features and specifications of both the exterior and interior of the proposed manufactured homes to be included with the sale of each Lot.**

## 2.2 **Permitted Use**

- (1) **Zoning** - On April 28, 2020, Lot 13 Marine Drive was rezoned from CD-5C.1.2 Affordable Housing to R-5 Compact Single Family Residential as a new residential zone.

This zone is intended for more affordable, compact, single-family residential infield development with low-impact accessory uses.

Single family residential use is the principal permitted use for lands zoned R-5. Home occupation and secondary suites are permitted secondary uses in conjunction with the principal permitted use.

An extract of the R-5 Zone from Zoning Bylaw No. 1160, 2013 is attached hereto as **Exhibit 3.1**.

As noted in the Zoning extract, the minimum lot size is 150 m<sup>2</sup> and the maximum gross floor area permitted for the manufactured home is 140 m<sup>2</sup> (1,500 ft<sup>2</sup>). The Lots illustrated on **Exhibit 1.1** range in size from 156 m<sup>2</sup> to 550 m<sup>2</sup>.

- (2) **Restrictions on Use** - In addition to the restrictions on use contained in the Zoning Bylaw, the Developer intends to register a Statutory Building Scheme (the "Building Scheme") against the title of each Lot at the Victoria Land Title Office concurrent with registration of the Subdivision Plan.

A copy of the proposed Building Scheme is attached hereto as **Exhibit 4.1**

The Building Scheme will place certain restrictions on the construction of any improvements on each Lot, together with other restrictions concerning the use and maintenance of a Lot prior to, during and following construction of any improvements on a Lot.

**It is the intention of the Developer to market and offer for sale each Lot, together with a manufactured home constructed thereon.**

**In the event any owner of a Lot intends to make an application for a Building Permit for any reason whatsoever, any such owner must have first received the written approval from the Design Approval Officer appointed by the Developer authorizing the proposed construction on any such Lot in accordance with the terms and conditions provided for in the Building Scheme (see Section 2.3(3)).**

- (3) **Restrictions on Occupancy** – The Use and Development Covenant Charge CA8610815 (see **Exhibit 5.1**), states that concurrent with registration of the surveyed Subdivision Plan, the Developer must register a Rental Housing Agreement (see Schedule B to **Exhibit 5.1**) on the title of eleven (11) of the Lots created by the subdivision of the Lands, together with an Ownership Housing Agreement on the titles of twenty-two (22) of the Lots created by the subdivision of Lot 13 (see Schedule C to **Exhibit 5.1**).

## 2.3 **Building Construction**

- (1) **General** - The Developer intends to market and offer for sale each of the 33 Lots in the Development as serviced, residential building lots, including a manufactured home constructed thereon, to the first purchasers thereof.

Concurrent with the construction of the Development, the Developer intends to contract for the production of 33 manufactured homes to be registered in the name of the manufacturer; to have each manufactured home delivered to the Development; to have each manufactured home installed on a permanent foundation on a Lot; to have each manufactured home de-registered in the Manufactured Home Registry; and to sell each Lot, together with a manufactured home constructed thereon to the first purchaser thereof.

Examples of the proposed manufactured homes are illustrated on **Exhibit 2.1** together with the proposed features and specifications illustrated on **Exhibit 2.2**.

- (2) **Building Permits - Construction of any manufactured home on a Lot requires a Building Permit issued by the District of Ucluelet authorizing the construction.**

It is the intention of the Developer to make the required application for a Building Permit for the Manufactured home, other Buildings and other Improvements to be constructed on each of the Lots in the Development to be sold to the first purchasers thereof and that the Developer shall be responsible for compliance with any and all items and conditions of any such issued Building Permit, including compliance with any and all applicable building codes of any governmental authority.

The District of Ucluelet Building Inspection Department is located at 200 Main Street, Ucluelet, British Columbia, V0R 3A0; Telephone number 250-726-7744; website: [www.Ucluelet.ca](http://www.Ucluelet.ca).

- (3) **Building Scheme** - As noted in Section 2.2(2), the Developer intends to register a Building Scheme against the title of each of the Lots at the Victoria Land Title Office concurrent with registration of the Subdivision Plan.

3. **SERVICING INFORMATION**

- 3.1 **Municipal Services** - The Lands are located in the District of Ucluelet which is a municipality duly incorporated under the laws of the Province of British Columbia.

Each of the 33 Lots in the Development will be provided with water, sanitary sewer and storm sewer service connections, together with additional storm drainage works for the Development as approved by the District of Ucluelet.

**The Developer to be responsible for making application to the District of Ucluelet for permission to connect to each of these municipal services and for the payment of all costs, charges and expenses incurred in connecting to these services, including any municipal connection fees.**

The Alberni Clayoquot Regional District currently invoices properties in the District every three (3) calendar months for garbage and recycling. The District of Ucluelet invoices properties for municipal user rates, metered water consumption and garbage collection services. For further information concerning user rates telephone (250) 726-7744, website: [www.ucluelet.ca](http://www.ucluelet.ca).

- 3.2 **Private Utility Services** - Each Lot will be provided with service connections for the provision of in-ground electrical, telephone, cablevision and internet services.

**Natural gas service is not currently available to the Lots.**

It is the intention of the Developer to make any necessary application to British Columbia Hydro and Power Authority for the provision of electrical service for each Manufactured home constructed on the Lots.

**Save and except for electrical service, each owner of a Lot will be responsible for making application to each private utility provider for permission to connect to their respective services and for the payment of all costs, charges and expenses incurred in connecting to these private services, including any connection fees and user rates.**

- 3.3 **Vehicle Access** - Each Lot in the Development will be provided with direct pedestrian and vehicle access to an adjacent municipal roadway as illustrated on the Subdivision Plan (see **Exhibit 1.1**). Each Lot will be provided with an asphalt surfaced driveway connected to the adjacent municipal roadway, which driveway will extend a minimum of 5 metres from the road edge into each Lot.
- 3.4 **Protective Services** - The Development will be provided with a full range of protective services, including fire protection provided by the District of Ucluelet, police protection provided by the Royal Canadian Mounted Police and ambulance service provided by the Province of British Columbia; telephone (250) 726-7661. In the event of an emergency telephone **911**.

- 3.5 **Hospital Facilities** - The Tofino General Hospital is located at 261 Neill Street, in Tofino, British Columbia, V0R 2Z0. The general telephone number is 250-725-4010 and its website is [www.viha.ca](http://www.viha.ca). The District of Ucluelet provides urgent care medical facilities located at 1566 Peninsula Road, Ucluelet, British Columbia.
- 3.6 **Public Transportation** – There is currently no public transportation available within the District of Ucluelet.
- 3.7 **School Facilities** - The Development is situated within School District No. 70 (Pacific Rim) which provides primary, elementary and secondary school facilities. For information concerning the placement of students contact website [www.sd70.bc.ca](http://www.sd70.bc.ca) or telephone (250) 723-3565.
- 3.8 **University** – North Island University is located at 10 – 1636 Peninsula Road, Ucluelet, British Columbia, V0R 3A0. For information concerning the placement of students contact website <http://www.nic.bc.ca> Error! Hyperlink reference not valid. at telephone (250) 726-2697.

#### **4. TITLE AND LEGAL MATTERS**

##### **4.1 Legal Description**

The Lands are legally described as:

Parcel Identifier: 027-473-538

Lot 13, District Lot 283, Clayoquot District, Plan VIP84686

##### **4.2 Ownership**

The Developer is the registered owner in fee simple of the Lands.

##### **4.3 Existing Legal Notations and Encumbrances**

- (1) **Legal Notations** - The following existing legal notations are registered against the title of the Lands and will remain registered against the title of each of Lots 1 to 33, unless otherwise noted:
- (a) **CA8615567** – Notice of Development Permit DP20-11. This Development Permit authorizes the following improvements on the Lands:
- Creation of a 33 lot affordable housing development;
  - Paved access road connecting from Marine Drive;
  - Underground water, sewer, storm drain, electrical and private utilities;
  - Landscaping of the road edges and fencing;
  - All exterior lighting to be full cut-off and night sky compliant;
  - All existing trees and understory to be retained in the park and buffer areas.
- (b) **CA8615573** – Notice of Development Variance Permit DVP20-02. This Permit allows development of a compact residential road and services within a ten (10) metre wide dedicated road right-of-way (instead of a 15 metre wide minimum road dedication).

- (2) **Existing Encumbrances** - The following existing encumbrances are registered against the title of the Parent Parcel and will remain registered against the title of each of the Lots unless otherwise noted:

- (a) **EX125879** – Covenant in favour of the District of Ucluelet, as modified by **FB49737, FB439221 and CA8610812**. This Covenant concerns the development of a number of properties located in the District of Ucluelet owned by Weyerhaeuser Company Limited including the Lands which are the subject of this Disclosure Statement which was purchased by the Developer in 2020 from Weyerhaeuser Company Limited.

**The District of Ucluelet has agreed to release this Covenant from the title of the Lands concurrent with registration of the 33 lot plan of subdivision;**

- (b) **FB154804** – Covenant in favour of the District of Ucluelet and the Crown in Right of British Columbia.

**The District of Ucluelet has agreed to release this Covenant from the title of the Lands concurrent with registration of the 33 lot plan of subdivision;**

- (c) **FB154853** - Covenant in favour of the District of Ucluelet.

**The District of Ucluelet has agreed to release this Covenant from the title of the Lands concurrent with registration of the 33 lot plan of subdivision;**

- (d) **FB154882** – Statutory Building Scheme. This Building Scheme was registered by Weyerhaeuser Company Limited against the titles of Lots 2 to 36 of Plan VIP84686. Several provisions in this Building Scheme are inconsistent with the recent rezoning of the Lands and, as such, **it is the intention of the Developer to make an application to the British Columbia Supreme Court pursuant to section 35 of the Property Law Act for an Order that this Statutory Building Scheme be released from the title of the Development Lands;**

The Developer is of the opinion that the provisions of this Building Scheme can be accommodated notwithstanding their inconsistency with the R-5 zoning of the Lands.

- (e) **FB238771** – Easement over that part of the Lands within Plan VIP86122 in favour of Lot 19, Plan 31775, which area is illustrated along the northern boundary of the Lands on the Subdivision Plan (see **Exhibit 1.1**). This Easement permits the owner of Lot 19 to occupy and maintain an encroaching trailer until such time as the trailer ceases to be used or be usable for human residential accommodation or is declared unfit or unusable or is removed, destroyed or demolished. This Easement Area is located within the adjacent vegetative buffer area and, as such, should not impact the ownership of any of adjacent Lots 2, 3, 4 and 5 in this Development.
- (f) **CA8610814** – Option to Purchase granted by the Developer in favour of the District of Ucluelet. The Developer has granted the District of Ucluelet an Option to Purchase the Lands in the event the owner has not



completed the intended subdivision of the Lands on or before August 31, 2030. This Option to Purchase also provides that if the owner grants to British Columbia Housing Management Corporation a mortgage securing the minimum principal sum of \$500,000.00 then this Option to Purchase may not be exercised by the District of Ucluelet so long as this mortgage remains registered as a charge on the title to the Lands;

- (g) **CA8610815** – This Covenant registered in favour of the District of Ucluelet requires the Owner not to subdivide Lot 13 except in substantial compliance with the Subdivision Plan attached hereto as **Exhibit 1.1** and unless together with the subdivision of Lot 13 the Owner also registers a Rental Housing Agreement on the title of eleven (11) of the lots created by the subdivision of Lot 13, together with an Ownership Housing Agreement on the titles of twenty-two (22) of the lots created by the subdivision of Lot 13. A copy of this Covenant is attached hereto and marked as **Exhibit 5.1**.

#### 4.4 **Proposed Encumbrances**

- (1) **Statutory Building Scheme** - The Developer intends to register a Statutory Building Scheme against the title of each of the Lots in the form of the Statutory Building Scheme attached hereto and marked as **Exhibit 4.1**. The provisions of this Building Scheme and the Design Guidelines referenced therein (see **Exhibit 4.2**) will place restrictions on use of each Lot and conditions on construction of manufactured homes and other improvements on each of the Lots.
- (2) **Covenant** – A Section 219 Land Title Act Covenant in favour of British Columbia Housing Management Commission, or as otherwise directed by the Province of British Columbia, which covenant will require that certain designated Lots may only be occupied by Eligible Purchasers and the dependents of Eligible Purchasers.
- (3) **Covenant** – The Developer intends to grant and register a Housing Agreement, Section 219 Covenant, Rent Charge and Indemnity in favour of the District of Ucluelet to charge 11 of the 33 of the Lots created the subdivision of the Lands as outlined in the Terms attached as **Schedule B** to the Use and Development Covenant Charge CA8610815, a copy of which is attached hereto as **Exhibit 5.1**. This Covenant will designate 11 of the 33 Lots as Affordable Rental Lots.
- (4) **Covenant** - The Developer intends to grant and register a Housing Agreement, Section 219 Covenant, Rent Charge and Indemnity in favour of the District of Ucluelet to charge 22 of the 33 of the Lots created the subdivision of the Lands as outlined in the Terms attached as **Schedule C** to the Use and Development Covenant Charge CA8610815, a copy of which is attached hereto as **Exhibit 5.1**. This Covenant will designate 11 of the 33 Lots as Affordable Ownership Lots.
- (5) **Covenant** – The Developer intends to grant and register an Environmental and Aquatic Setback Covenant in favour of the District of Ucluelet charging the title of each of the Lots. This Covenant will include a copy of an Environmental Assessment Report prepared by Toth & Associates Environmental Services dated June 9, 2019. This Covenant will require the owner of each Lot to restrict its use of the adjacent vegetation buffer areas as illustrated on the Subdivision Plan (see **Exhibit 1.1**).
- (6) **Covenant** – The Developer intends to grant and register a Geotechnical Covenant in favour of the District of Ucluelet charging the title of each of the Lots.

This Covenant will include the geotechnical assessment report prepared by Lewkowich Engineering Associates Ltd. dated June 26, 2019, in favour of the District of Ucluelet charging the title of each Lot in the Development.

- (7) **Covenant** – The Developer intends to grant and register a Greenspace Buffer Covenant in favour of the District of Ucluelet charging the title of Lots 1 to 6 and 18 to 33. This Covenant will require the owner of each of these Lots to restrict use of the adjacent vegetation buffer areas as illustrated on the Subdivision Plan (see **Exhibit 1.1**).
- (8) **Covenant**– The Developer intends to grant and register a Tsunami Flood Construction Level Hazard Covenant (Tsunami) in favour of the District of Ucluelet charging the title of each Lot in the Development. This Covenant will include the Tsunami Report dated January 9, 2023 prepared by Jim Mitchell, Public Engineer doing business as Emerald Sea Engineering (see **Exhibit 7.1**).
- (9) **Statutory Right of Way** – The Developer intends to grant and register a Statutory Right of Way in favour of the District of Ucluelet for a 3.0 metre wide pedestrian path through Lot 13 connecting to the adjacent parkland (see **Exhibit 1.1**).
- (10) **Statutory Right of Way** – The Developer intends to grant and register a Statutory Right of Way in favour of the District of Ucluelet for a 3.0 metre wide Statutory Right of Way through Lot 1 connecting to an existing Statutory Right of Way in Plan EPP79719 through adjacent Lot A of Plan VIP86121.
- (11) **Mortgage** – The Developer intends to grant and register a mortgage in favour of the British Columbia Housing Management Commission or as otherwise directed by the Province of British Columbia to secure the subdivision construction loan.
- (12) **Other Encumbrances** – The Developer does not expect to grant any additional charges but reserves the right to do so.

**In any event, the Purchaser of a Lot should obtain and carefully review a current land title search of the Lot being purchased, together with complete copies of all encumbrances registered against the title of the Lot before completing purchase of the Lot.**

#### 4.5 **Outstanding or Contingent Litigation or Liabilities**

There is no outstanding or contingent litigation or liability in respect of the Development or against the Developer which may affect any of the Lots.

#### 4.6 **Environmental Matters**

- (1) **Flooding** – The municipal council for the District of Ucluelet has determined that the Lands which are the subject of this Disclosure Statement are within an area that is within the Interim Tsunami Flood Planning Policy Area of the District of Ucluelet.

In accordance with this policy the Developer has commissioned and submitted to the District of Ucluelet a Tsunami Flood Construction Level Hazard Report (the “Tsunami Report”), a copy of which is attached hereto as **Exhibit 7.1**.



In Section 12 of the Tsunami Report, the recommendation is to fill the site to a minimum elevation of fourteen metres with an additional one metre high foundation to meet the recommended minimum floodplain of fifteen metres above sea level.

The Developer will ensure that the site preparation of the Land will satisfy the recommendations contained in the Tsunami Report.

Otherwise, the Developer is not aware of any flooding danger to any of the Lots in the Development.

- (2) **Condition of Soil or Subsoil** – Save and except as provided for in subsection (1) herein, the Developer is not aware of any conditions imposed by any governmental authority concerning the condition of the soil or subsoil of the Development and, as such, there are no extraordinary requirements for the construction of building foundations or otherwise.
- (3) **Changes from Natural State** - Save and except as provided for in subsections (1) and (2) herein, the Developer has determined that there will not be any other significant changes in the natural grade of Lands.

## **5. CONSTRUCTION AND WARRANTIES**

### **5.1 Construction Dates**

For the purposes of this section:

“Commencement of construction” means the date of commencement of excavation in respect of construction of an improvement that will become part of a development unit (subdivision lot) within the development property, and where there is no excavation it means the date of commencement of construction of an improvement that will become part of a development unit (subdivision lot) within the development property.

“Completion of construction” means the date the subdivision plan is deposited in a Land Title Office.

“Estimated date range” means a date range, not exceeding three months, for the commencement of construction or the completion of construction.

The Developer intends to commence construction of the Development between the estimated date range of June 15, 2023 and September 15, 2023.

The Developer expects to complete construction of the Development, including the installation of all available public and private utility services and the access roadways, between the estimated date range of September 15, 2023 and December 15, 2023.

The Developer expects that the Subdivision Plan will have completed registration at the Victoria Land Title Office on or before December 31, 2023 and that the installation of the manufactured homes will be completed between the estimated date range of September 30, 2023 and December 31, 2023.

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## 5.2 **Warranties**

The Developer will ensure that the general contractor for construction of the Development will provide a general warranty of fitness for all aspects of construction of the Development for a period of one (1) year by entering into a Maintenance Agreement with the District of Ucluelet for a period of one(1) year following the date of issuance by the District of Ucluelet of a Certificate of Substantial Completion for the Development.

## 6. **APPROVALS AND FINANCES**

### 6.1 **Development Approval**

**Preliminary Layout Approval** - On January 20, 2021 the Approving Officer for the District of Ucluelet (the “Approving Officer”) issued a Preliminary Layout Assessment (the “PLA”) to APMC Holdings Ltd. (the “Developer”) for a proposed 33 lot fee simple subdivision of the lands located on Marine Drive, Ucluelet, British Columbia and legally described as Lot 13, District Lot 283, Clayoquot District, Plan VIP84686 (the “Lands”).

**Development Permit** – On October 13, 2020, the Council for the District of Ucluelet approved the issuance of Development Permit 3060-20-DP20-11 for a proposed thirty-three (33) lot affordable development on the Lands and authorizing the discharge of Restrictive Covenant FB154877 from the title of Lot 13 concerning certain restrictions on development of the Lands on either side of the onsite riparian areas.

This Development Permit includes a number of conditions that must be satisfied by the Developer relating to various improvements on the Lands prior to making application for final subdivision approval.

**Development Variance Permit** – On October 27, 2020 the Council for the District of Ucluelet authorized issuance of Development Variance Permit No. 3090-20-DVP20-02 to allow the development of a compact residential road and services within a ten (10) metre wide dedicated road right-of-way in place of the required fifteen (15) metre minimum road width dedication.

This Development Variance Permit requires the Developer to satisfy a number of conditions prior to making application for final subdivision approval.

**Use and Development Covenant** – On December 1, 2020, the Developer granted the District of Ucluelet a Covenant registered on the title of the Lands under No. CA8610815 requiring subdivision of the Lands in accordance with the Subdivision Plan (see **Exhibit 5.1**) and subject to full compliance with a Rental Housing Agreement and an Ownership Housing Agreement.

**The Developer will ensure that the Development is constructed and subdivided in accordance with the terms and conditions of the PLA, the DP, the DVP and the Use and Development Covenant.**

**Final Approval** - The Survey Plan Certification for the Subdivision Plan will be submitted to the Approving Officer for his approval.

Following approval of the Subdivision Plan by the Approving Officer, it will be submitted to the Victoria Land Title Office for registration.

## 6.2 **Construction Financing**

The Developer has secured a conditional financing commitment from the British Columbia Housing Commission for a loan to provide funds for construction of the Development.

The Developer has determined that, with the assistance of this financing from the British Columbia Housing Commission the Developer will have sufficient funds to construct the Development, including the provision of all municipal and private utilities for Lots 1 to 33.

## 7. **MISCELLANEOUS**

### 7.1 **Deposits**

All deposits received from a purchaser of a Lot shall be held in trust in the manner required by the *Real Estate Development Marketing Act* and the *Real Estate Services Act* in a trust account of the selling agent or the conveyancing solicitor or notary public, until the Subdivision Plan has completed registration at the Victoria Land Title Office and the instrument evidencing the interest of the purchaser in the Lot has been registered in the Victoria Land Title Office, or such deposit monies are otherwise paid out by operation of law.

### 7.2 **Purchase Agreement**

(1) **Contract** - The Developer has determined to use the British Columbia Real Estate Association form of Contract of Purchase and Sale for the sale (BC2057 Rev. Jan 2023), including attached Schedules A and B, for the sale of each of Lots 1 to 33. A copy of this Contract, with **Schedules A and B**, is attached hereto as **Exhibit 6.1** (collectively the “Contract”).

(2) **Termination** – The Contract provides as follows:

(a) **Section 2 of the Contract** states that in the event the Buyer fails to pay the deposit as required by the Contract, the Seller may, at the Seller’s option, terminate this Contract.

(b) **Section 3 of the Contract** states that if the Contract is subject to one or more conditions precedent, unless each condition is waived or declared fulfilled by written notice by the benefitting party to the other party on or before the date specified for each condition, this Contract will be terminated.

(c) **Section 12 of the Contract** states that time is of the essence and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller’s option, terminate the Contracts and, in such event, the amount paid by the Buyer will be absolutely forfeited to the Seller in accordance with the Real Estate Development Marketing Act, on account of damages, without prejudice to the Seller’s other remedies.

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- (d) **Paragraph 3 of Schedule A states that** in the event that written notice establishing the Completion Date has not been received by the Buyer from the Seller on or before **March 31, 2024** (the “**Outside Completion Date**”), this Contract may be terminated at the option of the Buyer.
- (3) **Extension** – There is no provision in the Contract that permits the Seller to seek a fee or an increase in the purchase price in order to agree to an extension of the time for completing purchase of the Property.
- (4) **Assignment** –Section 20A of the Contract has been intentionally deleted. As such, there is no provision in the Contract that permits the Buyer to assign its interest in the Contract to a new purchaser.

**In addition, the Buyer and the Seller have agreed that the Seller will not permit the assignment of this Contract.**

- (5) **Interest on Deposit** - There are no provisions in the Contract for either the Buyer or the Developer to receive interest on the deposit monies.

#### **7.3 Developer’s Commitments**

The Developer has no outstanding commitments concerning this Development other than to construct the Development in accordance with the terms and conditions of the PLA, the Development Permit, the Development Variance Permit and the Covenant.

#### **7.4 Other Material Matters**

The Developer is not aware of any other matters or facts that affect, or could reasonably be expected to affect, the market price, value or use of a Lot in this Development.

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## **SIGNATURES**

### **Deemed Reliance**

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

### **Declaration**

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of April 26, 2023.

**ACMC HOLDINGS LTD.**

by its authorized signatory:



\_\_\_\_\_  
Andrew McLane

**DIRECTORS:**



\_\_\_\_\_  
Andrew McLane

\_\_\_\_\_  
Witness

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## SOLICITOR'S CERTIFICATE

### IN THE MATTER OF THE REAL ESTATE DEVELOPMENT MARKETING ACT AND THE DISCLOSURE STATEMENT OF ACMC HOLDINGS LTD. DATED APRIL 26, 2023

For property in the District of Ucluelet, in the Province  
of British Columbia, and legally described as:

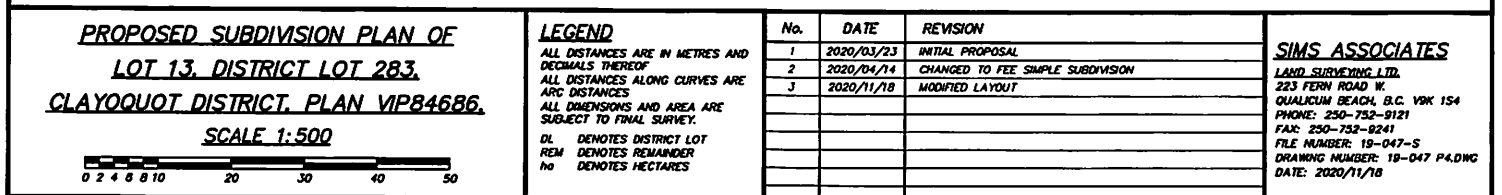
Parcel Identifier: 027-473-583  
Lot 13, District Lot 283, Clayoquot District, Plan  
VIP84686

I, **BRIAN JAMES SENINI**, Solicitor, a member of the Law Society of British  
Columbia, having read over the above-described Disclosure Statement dated April 26,  
2023, made any required investigations in public offices, and reviewed same with the  
Developer therein named, hereby certify that the facts contained in Paragraphs 4.1, 4.2  
and 4.3 of the Disclosure Statement are correct.

DATED at the City of Nanaimo, in the Province of British Columbia this 26th day  
of April, 2023.

*Brian Senini*

\_\_\_\_\_  
BRIAN J. SENINI









## Standard Features and Specifications

### GENERAL CONSTRUCTION

- Built to CSA A277 Modular Code
- Hardi Board Siding
- White Wooden Fascia
- 6' Porch on Front End
- Architectural Shingle Roof (30 yr. Warranty)
- 4/12 Residential Roof Pitch
- Perimeter Vented Eaves
- Textured Drywall Ceiling
- Vinyl Covered Drywall Panel Throughout
- Residential 2x4 Interior Walls
- 8' 2 x 6 Exterior Walls
- 5/8" T&G Decking
- 2 x 8 Floor Joist (2x10 For 16' Wides)
- Decorative Insulated Entry Doors with Dead Bolt (36" Front & 32" Rear)
- Decorative Exterior Light at all Entrances(except porches)
- Residential Maintenance Free Double Glazed Low E with Argon, PVC Windows w/Vinyl Sills, Screens & Security Locks
- Exterior GFI Electrical Outlet
- Exterior Frost Free Tap
- 94 psf Ground Snowload
- Insulation Meets or Exceeds Regional Codes

### TASTEFUL INTERIORS

- Carpet in Living Room & Master Bedroom
- Quality Cushioned Linoleum Flooring in all Other Areas
- Residential-Style Closet Doors
- 2" Horizontal Blinds on all Windows (excluding bath)
- Vault Ceiling Living Room, Kitchen and Dining Area
- Designer Glass Light Fixtures
- Pre-finished Interior Passage Doors
- Single Rod in Master Bedroom with Shoe Shelf
- Linen Closet (Plan Specific)

### BRIGHT, BEAUTIFUL KITCHENS

- European Deluxe Cabinetry w/ Crown Moulding
- Extended Overhead Fridge Cabinet
- Stepped Kitchen Cabinets (Plan Specific)
- Ceramic Tile Backsplash
- Chrome One-Handle Pullout Kitchen Faucet
- Window Over Kitchen Sink
- Electric Range, Spacesaver Microwave
- Exterior Vented Range Hood with Light
- 18 cu ft, 2-door, Frost Free Refrigerator
- Double Stainless Steel Kitchen Sink Bump-Out At Kitchen Sink (Plan Specific)
- Dishwasher

### SPACIOUS BATHS

- Ceramic Tile Backsplash
- One-Piece Fiberglass Tub/Shower with Curved Shower Rod & Single Lever Faucet
- Power Bath Fan on Separate Switch
- Expansive Vanity Mirror with Bar Light
- GFI Receptacle
- Shower Curtain
- Wall Mounted Overjohn Cabinet

### UTILITY SERVICES

- 200 Amp Electrical Service
- 200 Amp Electric Furnace w/Electronic Ignition, AC Ready
- Shut Off Valves at all Sinks
- 40 Gallon Electric Water Heater
- Wired, Plumbed and Vented for Stacking Washer and Dryer (plan specific)
- Utility Room Shelf
- Exhaust Fan with Dehumidistat
- Smoke Detector(s)
- (2) Communication Outlets Kitchen and Master Bedroom

**R-5 Zone – COMPACT SINGLE-FAMILY RESIDENTIAL**  
**[Zoning Amendment Bylaw No. 1269, 2020]**

*This Zone is intended for more affordable, compact, single-family residential infill development with low-impact accessory uses.*

**R-5.1 Permitted Uses**

R-5.1.1      The following uses are permitted, but *secondary permitted uses* are only permitted in conjunction with a *principal permitted use*:

- (1) Principal:
  - (a) *Single Family Dwelling*
- (2) Secondary:
  - (a) *Home Occupation*
  - (b) *Secondary Suite*

**R-5.2 Lot Regulations**

- R-5.2.1      Minimum Lot Size:                      150 m<sup>2</sup> (1,615 ft<sup>2</sup>)
- R-5.2.2      Minimum Lot Frontage:                      7.5 m (25 ft)

**R-5.3 Density:**

- R-5.3.1      Maximum Floor Area Ratio:                      0.5
- R-5.3.2      Maximum Lot Coverage:                      50%

**R-5.4 Maximum Size (Gross Floor Area):**

- R-5.4.1      Principal Building:                      140 m<sup>2</sup> (1,500 ft<sup>2</sup>)
- R-5.4.2      Accessory Buildings:                      10 m<sup>2</sup> (107 ft<sup>2</sup>) combined total

**R-5.5 Maximum Height:**

- R-5.5.1      Principal Buildings & Structures:                      5 m (16.4 ft)
- R-5.5.2      Accessory Buildings & Structures:                      3.5 m (11.5 ft)

**R-5.6 Minimum Setbacks:**

R-5.6.1      The following minimum setbacks apply, as measured from the *front lot line, rear lot line and side lot lines(s)*, respectively:

	(a) Front Yard Setback	(b) Rear Yard Setback	(c) Side Yard – Interior Setback	(d) Side Yard – Exterior Setback
(1) Principal	3 m (9.8 ft)	3 m (9.8 ft)	1.2 m (4 ft)	3 m (9.8 ft)
(2) Accessory		0 m	0 m	0 m

R-5.6.2      In addition, no *accessory building* or access to a *parking space* may be located between the front face of the principal building and the street.

**LAND TITLE ACT**  
**FORM 35**  
 (Section 220(1))

**DECLARATION OF BUILDING SCHEME**

NATURE OF INTEREST: Charge: Building Scheme  
 HEREWITH FEE OF \$74.16

Address of person entitled to apply to register this building scheme:  
 c/o Heath Law LLP, 200 - 1808 Bowen Road, Nanaimo, B.C. V9S 5W4

Full name, address and telephone number of person presenting application:  
 Brian J. Senini, 200 - 1808 Bowen Road, Nanaimo, B.C. V9S 5W4;  
 Tel: (250) 824-2077

\_\_\_\_\_  
 BRIAN J. SENINI - Solicitor

I, **ACMC HOLDINGS LTD.** declare that:

1. **ACMC HOLDINGS LTD.** is the registered owner in fee simple of the following lands:  
 Lots 1 to 33, District Lot 283, Clayoquot District, Plan EPP \_\_\_\_\_  
 (hereinafter called "the Lots").
2. I hereby create a building scheme relating to the Lots.
3. A sale of any of the Lots is subject to the restrictions enumerated in the **SCHEDULE OF RESTRICTIONS** attached hereto.
4. The restrictions shall be for the benefit of all Lots.

**EXECUTION(S):**

**ACMC HOLDINGS LTD.**  
 by its duly authorized signatory:

\_\_\_\_\_  
 BRIAN J. SENINI

21/ /  
 Execution Date (Y/M/D)

\_\_\_\_\_  
**ANDREW MCLANE**

Barrister & Solicitor  
 200 – 1808 Bowen Road  
 Nanaimo, BC V9S 5W4

Officer Certification:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

## **SCHEDULE OF RESTRICTIONS**

**THE BUILDING SCHEME RESTRICTIONS SET FORTH HEREIN SHALL APPLY TO EACH OF LOTS 1 TO 33, DISTRICT LOT 283, CLAYOQUOT DISTRICT, PLAN EPP\_\_\_\_\_**

### **1.0 DEFINITIONS**

Unless the context otherwise requires, the following words or phrases shall have the following meanings:

**“Approval”** shall mean the written approval granted by the Design Approval Officer for the Building Plans of an Owner confirming their compliance with the Design Objectives and Elements and the Design Guidelines stated in this Building Scheme, PROVIDED ALWAYS THAT any such Approval shall only be required for so long as there is an appointed Design Approval Officer;

**“Approval Process”** shall mean the procedure for an Owner to obtain Approved Building Plans.

**“Building”** shall mean any building located on a Lot other than a Dwelling;

**“Building Plans”** shall mean all plans, specifications and any other information required to be submitted by an Owner for the Approval of the Design Approval Officer as stated in the Design Guidelines;

**“Building Scheme”** shall mean and include the Declaration of Building Scheme attached hereto and the provisions of this Schedule of Restrictions;

**“Design Approval Officer”** shall mean Andrew McLane, c/o 584 Beach Road, Qualicum Beach, BC V9K 1K7, or any other person or persons or corporate body designated by the Developer from time to time as the Design Approval Officer;

**“Design Guidelines”** shall mean and include the design guidelines of the Developer in effect from time to time, to be administered by the Design Approval Officer;

**“Design Objectives and Elements”** shall include the following matters to be considered by the Design Approval Officer in reviewing the Building Plans of an Owner for a Lot in the Development:

- (1) that any Dwelling, any other Buildings and all other Improvements constructed on a Lot must comply with the Approved Building Plans;

(2) that any Dwelling, any other Buildings and all other Improvements constructed on a Lot are consistent with the scale of the Lot and are compatible with the topography of the Lot; and

(3) that any Dwelling constructed on a Lot has a degree of uniformity through architectural style, exterior finishes and colour schemes relative to the other Dwellings constructed on the other Lots in the Development.

**"Developer"** shall mean ACMC Holdings Ltd. and its duly authorized agents, successors and assigns;

**"Development"** shall mean all of the Lots which are the subject of this Building Scheme;

**"Dwelling"** shall mean the principal Building constructed on a Lot to be occupied or intended to be occupied for residential purposes;

**"Fence"** shall mean a structure used as an enclosure or screening around all or part of a Lot or site and shall include a retaining wall;

**"Habitable Area"** shall mean the total floor area of a dwelling measured at the exterior of all walls and shall specifically exclude garages, areas used exclusively for storage and other areas and spaces not enclosed by floors, walls, or ceilings such as decks, porches, patios and other like areas;

**"Home-based Business"** shall mean an occupation, business or professional practise which is carried on for remuneration or financial gain, and which is clearly ancillary to the residential use of a Lot and which generates little or no traffic, of which the proprietor is also a resident of the dwelling where the home occupation occurs and which does not employ more than one other person who is not also a resident of the dwelling where the home occupation occurs;

**"Improvement"** shall mean any improvement on a Lot, other than a Dwelling or a Building, and shall specifically include any driveways, sidewalks, footpaths, retaining walls, landscaping, fencing and screening;

**"Landscaping"** means the physical arrangement and maintenance of landscaping materials on a Lot;

**"Lot"** shall mean any one of Lots 1 to 33 described in paragraph 1 of the Declaration of Building Scheme attached hereto;

**"Owner"** shall mean any person or persons or corporate body registered at the Victoria Land Title Office as either the registered owner in fee simple of a Lot, the last registered holder of a Right to Purchase a Lot or any registered holder of a Life Estate interest in a Lot;

**"Secondary Suite"** means one or more habitable rooms, but not more than two bedrooms and one cooking facility, constituting a self-contained unit with a separate entrance, but which

is clearly subordinate to the principal dwelling, for the residential accommodation for one or more individuals who are related through marriage or common-law, blood relationships, legal adoption or legal guardianship or a group of not more than two unrelated persons;

**"Residential Dwelling"** means a dwelling used or intended to be used as the residence of one family;

**"Work"** shall mean any improvement of any kind whatsoever to a Lot and, without limiting the generality of the foregoing, shall include any site preparation, clearing, burning, excavation, filling, backfilling, grading or leveling of a Lot and any construction-related activities on a Lot, including any construction, alteration, addition or extension to any Dwelling, any other Building or any Improvement to a Lot, including any change or alteration to the exterior finish, including colour scheme, of the Dwelling, any other Building or any Improvement to a Lot.

## **2.0 RESTRICTIONS ON WORK**

2.1 No Owner, or anyone acting on behalf of an Owner, shall:

- (1) commence any Work on a Lot; or
- (2) make application for or obtain a building permit for any construction, alteration, addition or extension to a Dwelling, any other Building or any other Improvement to a Lot,

without having first received Approved Building Plans authorizing the proposed Work on the Lot.

2.2 No Work shall be commenced or continued on a Lot by an Owner, or anyone acting on behalf of an Owner, unless:

- (1) the Work has received Approval;
- (2) all Work is carried on entirely within the boundaries of the Lot and in such a manner as to ensure that there is no disturbance or damage to any other Lot;
- (3) the Approved Work is commenced within six (6) months from the date of the Approval, otherwise the Approval shall be deemed cancelled;

For the purposes of this paragraph "completed" with respect to the construction, alteration, addition or extension to a Dwelling or any other Building shall mean completion of all exterior finishes, including roofing, siding, painting, garages, porches, patios, sundecks and placement of all windows and doors; and

- (4) Landscaping and all other Improvements to the Lot are completed within twelve (12) months from the date of commencement of construction of the Dwelling on the Lot and, without limiting the generality of the foregoing, shall include all exterior

finishes of the Dwelling, the driveway, any walkways, any landscaping and any fencing and the interior of all ground-floor rooms on the front elevation of a "daylight" basement entry Dwelling.

### **3.0 RESTRICTIONS ON USE**

3.1 No Owner, or anyone acting on behalf of an Owner, including a tenant or occupant of a Dwelling on a Lot, as the case may be, shall:

- (1) occupy any Dwelling on the Lot without having first received a Certificate of Occupancy for any such Dwelling;
- (2) occupy a tent, trailer or any other like structure to be used as a Dwelling on a Lot;
- (3) alter or change the Approved colour scheme of any Dwelling, any other Building or Fence constructed on the Lot for a minimum period of five (5) years from the date of issuance of the Certificate of Occupancy for any Dwelling constructed on the Lot;
- (4) use the Lot, including any Dwelling or any other Building on the Lot for any purpose other than residential use, and an ancillary Home-based Business;
- (5) occupy any Dwelling on a Lot without operating, maintaining, repairing and replacing, as necessary, any storm water management facilities (lawn basins or rock pits) constructed on the Lot which must be maintained at all times in a state of good and safe repair and to ensure that all storm drainage from the Lot is directed and connected to any such storm water management facilities and that such connection is maintained at all times in a state of good and safe repair;
- (6) subdivide the Lot into two or more Lots;
- (7) consolidate a Lot with any other Lot;
- (8) permit any soil, rock or any other material excavated from the Lot to be deposited on any other Lot;
- (9) permit any building materials of any kind whatsoever, any lawn cuttings or any other landscaping debris of any kind whatsoever to be deposited on any other Lot;
- (10) permit any incineration of any kind whatsoever on the Lot;
- (11) permit any composting of any materials on the Lot that are not composted within an enclosed composting facility;



- (12) permit any receptacles for the disposal of garbage, general recycling and compost recycling to be kept on the Lot unless such receptacles are screened from view at all times other than the days upon which these materials are collected for disposal;
- (13) permit any tarp of any kind whatsoever on the Lot for the purpose of covering or screening or weather proofing anything on the Lot;
- (14) permit any vehicle, vessel, machinery or equipment under repair of any kind whatsoever to be parked or stored on the Lot unless the same is parked or stored in an enclosed garage or on another part of the Lot bounded by a Fence or screening;
- (15) permit any motor vehicle not bearing a current year's motor vehicle license plate, any motor vehicle with a gross vehicle weight rating in excess of ten thousand (10,000) pounds, any motor vehicle in excess of twenty-two (22) feet in length, any motor vessel, any boat, any trailer, any recreational vehicle, any commercial vehicle or any other similar vehicles, vessels or machinery of any kind whatsoever to be parked or stored on the Lot, save and except where the same are stored or parked in an enclosed garage or on another part of the Lot bounded by a Fence or screening, PROVIDED HOWEVER THAT:
  - (a) a recreational vehicle shall be permitted to be parked on the driveway of the Lot for no longer than **forty-eight (48) hours** for the sole purpose of loading or unloading the recreational vehicle; and
  - (b) any visitor to the Lot shall be permitted to park their recreational vehicle on the driveway of the Lot for a period not to exceed **two (2) weeks** in aggregate in any **twelve (12) month** period;
- (16) permit any pole, mast, antenna, satellite dish or any other similar object of any kind on the Lot or on the exterior of the Dwelling or any other Building or any other Improvement on the Lot, save and except for a single satellite dish not exceeding **thirty (30) inches** in diameter provided any such dish is located at the rear of the Lot at an elevation of less than **3 feet** from grade;
- (17) permit any clothesline on the Lot or on the exterior of any Dwelling or any other Building or any other Improvement on the Lot, save and except for a collapsible umbrella-style clothesline, provided the same is located at the rear of the Lot;
- (18) permit any sign of any kind whatsoever to be erected, posted, pasted or displayed upon the Lot including, without limiting the generality of the

foregoing, on or visible from the Dwelling, any other Building or any other Improvement on the Lot, save and except for:

- (a) **one (1)** sign indicating the family name of the Owner and/or the street address of the Lot, **PROVIDED THAT** any such sign is no larger than **24" in length x 6" inches in width**;
  - (b) **one (1)** sign indicating the name of any permitted Home-based Business operating on the Lot, **PROVIDED THAT** any such sign is no larger than **24" in length by 6" in width**;
  - (c) **one (1)** "For Sale" sign, **PROVIDED THAT** any such sign is no larger than **36" x 36"**; and
  - (d) during the period of construction of the Dwelling on the Lot, **one (1)** additional sign identifying the builder of the Dwelling, **PROVIDED THAT** any such sign is no larger than **36" x 36"**;
- (19) permit any animals, poultry or livestock of any kind to be raised, bred or kept on a Lot, provided however that dogs, cats and other household pets may be kept on a Lot, so long as they are not used for the purposes of breeding at any such Lot or for any commercial purposes;
  - (20) permit any heat pump or similar heating and/or cooling equipment on the Lot or on, in or about the Dwelling or any other Building on the Lot having a sound level emanating from the heat pump or similar heating and/or cooling equipment at the property lines of the Lot that exceeds 65 decibels;
  - (21) permit any solar heating panels, devices or facilities of any kind whatsoever on the exterior of the Dwelling or any other Building or on any other part of a Lot, save and except where located in the rear of the Lot and not visible from the fronting street of the Lot;
  - (22) permit any Building or any recreational equipment of any kind whatsoever to be placed, erected or constructed ahead of the front facade of the Dwelling constructed on a Lot and, without limiting the generality of the foregoing, shall include any garden sheds, swing sets, trampolines, playhouse or climbing structure; and
  - (23) permit any Fence of any kind whatsoever to extend beyond the front facade of the Dwelling constructed on the Lot.

#### 4.0 EXEMPTION BY THE DEVELOPER

- 4.1 The Developer hereby expressly reserves the right, in its sole discretion, to exempt any Lot remaining undisposed of by the Developer at the time the exemption is to take effect from all or any of the restrictions and benefits contained in this Building Scheme and any such exemption shall not render the provisions so exempted invalid or unenforceable with respect to any other Lot charged by the provisions of this Building Scheme pursuant to Section 220(3) of the Land Title Act (British Columbia).

**First Light at Marine Drive  
Lots 1 to 33, Plan EPP \_\_\_\_\_**

**DESIGN GUIDELINES**

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**These Design Guidelines have been prepared by ACMC Holdings Ltd. (the “Developer”) and may be amended from time to time by the Developer in its sole discretion.**

**Section 2 of the Building Scheme** states that no work shall be commenced on a Lot without having first received the approval of the Design Approval Officer authorizing the proposed work on the Lot as provided for in these Design Guidelines.

Unless the context otherwise requires, the words and phrases contained herein shall have the meanings provided for in Section 1 of the Schedule of Restrictions to the Building Scheme.

**A. STATEMENT OF INTENT**

It is the intention of the Developer that all Dwellings, other Buildings and all other Improvements to a Lot, including fencing and landscaping, are to be controlled as to design, siting, height, setbacks, types of roof and exterior finishing materials and exterior colour schemes. For greater certainty, it is the intention of the Developer to ensure that any Dwelling constructed on a Lot is compatible with any other Dwelling constructed on any of the other Lots and to ensure that a Dwelling, other Buildings and all other Improvements are suited to the particular Lot on which they are to be located.

**B. APPLICATION FOR APPROVAL**

**Each Owner of a Lot is responsible for obtaining the written approval of the Design Approval Officer authorizing any proposed Work on the Lot of the Owner PRIOR TO making application to the District of Ucluelet for a Building Permit and prior to commencing any such Work on the Lot, as provided for in the Building Scheme and in these Design Guidelines.**

**Application for Approval of any Work** shall be made by an Owner of a Lot to the Design Approval Officer of the Developer, **Andrew McLane**, in writing and delivered to 584 Beach Drive, Qualicum Beach, British Columbia, V9K 1K7 email address [andrewmclane@shaw.ca](mailto:andrewmclane@shaw.ca), or to such other person and/or address as may be designated by the Developer from time to time.

**The Application must include the following:**

1. A completed **Application Form** (see Schedule A);
2. A current title search print for the Lot issued by the Victoria Land Title Office; and
3. **Two (2) complete sets** of the following plans, documents and specifications, with all plans at a scale of 1:100 (metric) or 1/8":1'0" (imperial), including:
  - (a) a Site Plan or Building Location Certificate prepared by a British Columbia Land Surveyor illustrating the proposed location of the Dwelling and any other Buildings and any other Improvements to be constructed on the Lot, including an illustration of the front, rear and side yard setbacks and together with the location of the driveway, sidewalks, any other walkways, any Fence, any Landscaping and any statutory right-of-way, easement or covenant areas;
  - (b) architectural or construction plans for the Dwelling, any other Buildings and any other Improvements to be constructed on the Lot;
  - (c) elevation plans illustrating the front, side and rear elevations of the Dwelling, any other Buildings or any other Improvements to be constructed on the Lot, including the height of any such structure from grade level from the front, rear and side elevations of any such structure.
  - (d) landscape plans illustrating the proposed plantings, layout and ground cover, together with any landscaping features including the size and species of all proposed planting materials;
  - (e) a complete list of building materials and colour schemes for the Dwelling, any other Building or any other Improvements proposed to be constructed on the Lot;
  - (f) samples of exterior finishing materials for the Dwelling, any other Buildings and any other Improvements as may be required by the Design Approval Officer; and

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- (g) any other material or information required by the Design Approval Officer,

(hereinafter collectively called the “**Building Plans**”).

### **C. APPROVAL PROCESS**

Following receipt of an Application for Approval of Building Plans by the Design Approval Officer from an Owner:

- (1) A letter of Approval or a letter outlining modifications to be made to the Building Plans shall be issued by the Design Approval Officer to an Owner within **fourteen (14) calendar days** after receipt of the Building Plans of an Owner. One (1) complete set of Building Plans will be returned to the Owner with the Letter of Approval or with the letter requesting modifications, illustrating any modifications that may be required by the Design Approval Officer. The remaining set of Building Plans will be retained by the Design Approval Officer as a record of compliance.
- (2) The Design Approval Officer shall be deemed to have approved the Building Plans of the Owner if the Design Approval Officer has not, within **twenty-one (21) calendar days**, after the date of receipt of the Building Plans of an Owner, either requested additional specifications, plans or other material or has delivered a letter of rejection to the Owner, with reasons in writing.
- (3) If the Design Approval Officer requires additional specifications, plans, materials or otherwise and this information has been delivered by the Owner to the Design Approval Officer then, if the Design Approval Officer does not either approve the Building Plans, including such additional specifications, plans or material, or refuses Approval thereof with reasons in writing, within **fourteen (14) calendar days** after the date of receipt of such additional specifications, plans and material, then the Design Approval Officer shall be deemed to have approved the Building Plans including such additional specifications, plans and material.
- (4) Approval by the Design Approval Officer of the Building Plans of an Owner shall expire **six (6) months** from the date of such Approval unless in the meantime the Owner has received a building permit and has commenced construction of the Work authorized by the Approval of the Design Approval Officer for the Lot and authorized by the building permit.

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- (5) Refusal or failure by the Design Approval Officer to give such Approval shall not be actionable by an Owner under any circumstances, it being within the sole discretion of the Design Approval Officer to give or withhold such Approval.
- (6) Any rejection of a request for Approval or any Approval being granted herein, shall be final and binding and shall not be open to question by an Owner of any Lot, and failure of the Design Approval Officer to enforce this approval process or to exercise its power in a judicial manner shall not render it liable in damages or to any claims or demands whatsoever.
- (7) Any consent or Approval required herein shall be given by the Design Approval Officer in writing.

#### **D. DESIGN GUIDELINES**

The Developer has determined that all Building Plans submitted for Approval must comply with the following design restrictions:

- (1) any Dwelling having a minimum Habitable Area of less than \_\_\_\_\_ ft<sup>2</sup>;
- (2) there shall be no carports permitted on a Lot;
- (3) a driveway having a finished surface other than:
  - (a) broomed concrete;
  - (b) stamped concrete;
  - (c) interlocking paving bricks;
  - (d) exposed aggregate concrete;
  - (e) a combination of any two of (a),(b), (c) and (d); or
  - (f) any other finished surface as may be approved by the Design Approval Officer.
- (4) any Fence between adjoining Lots and along the side or rear of a Lot that does not have all of the following characteristics:
  - (a) vertical stain grade cedar boards, with a solid stain;
  - (b) no lattice top;
  - (c) the top and bottom of all fencing shall be parallel and horizontal and all posts are to be true vertical, and
  - (d) in the case of sloping Lots, all fencing shall be steeped at appropriate intervals.

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- (5) any Fence or privacy hedges between adjoining Lots and at the rear of a Lot having a maximum height greater than 6.5 feet;
- (6) any Lot bordering a riparian zone will also be required to construct a fence separating the Lot from the riparian zone with the fence approved for construction by the District of Ucluelet during the building permit process for construction of any Dwelling on any such Lot.



**Schedule A**

**ACMC HOLDINGS LTD.**  
584 Beach Road, Qualicum Beach

**Application for Approval of Building Plans**

**Design Approval Officer:**      **Andrew McLane**  
584 Beach Drive  
Qualicum Beach, BC V9K 1K7  
Email: [andrewmclane@shaw.ca](mailto:andrewmclane@shaw.ca)

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*To be completed by Applicant:*

Date of Application: \_\_\_\_\_  
Lot # \_\_\_\_\_ Civic Address: \_\_\_\_\_  
Owner's Name: \_\_\_\_\_  
Owner's Address: \_\_\_\_\_  
  
Owner's Phone: \_\_\_\_\_  
Builder's Name: \_\_\_\_\_  
Builder's Address: \_\_\_\_\_  
Builder's Phone: \_\_\_\_\_  
Builder's Email: \_\_\_\_\_  
House Description: \_\_\_\_\_  
Square footage: \_\_\_\_\_  
Exterior Finish Materials and Colour Scheme: \_\_\_\_\_  
Trim Materials and Colour: \_\_\_\_\_  
Roof Material and Colour: \_\_\_\_\_  
Driveway Materials: \_\_\_\_\_  
Estimated Date of Commencement of Construction: \_\_\_\_\_  
Estimated Date of Completion of Construction: \_\_\_\_\_

FORM C\_V25 (Charge)

## VICTORIA LAND TITLE OFFICE

**LAND TITLE ACT**  
**FORM C (Section 233) CHARGE**  
**GENERAL INSTRUMENT - PART 1** Province of British Columbia

Dec-01-2020 08:35:18.004

CA8610815

PAGE 1 OF 28 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Brian James**  
**Senini IAT7J9**

Digitally signed by Brian  
 James Senini IAT7J9  
 Date: 2020.11.30  
 15:23:57 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Michele Buick, Legal Assistant

HEATH LAW LLP, Barristers &amp; Solicitors

200 - 1808 Bowen Road

Nanaimo

BC V9S 5W4

Tel: (250) 824-2080

File: 54807-1

Type: Use and Development Covenant

Document Fees: \$74.87

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]

027-473-538

LOT 13, DISTRICT LOT 283, CLAYOQUOT DISTRICT, PLAN VIP84686

STC? YES ☐

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Section 219 Land Title Act

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

ACMC HOLDINGS LTD. (INC. NO. 1106229)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

DISTRICT OF UCLUELET

200 MAIN STREET

UCLUELET

BRITISH COLUMBIA

V0R 3A0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

n/a

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

BRIAN J. SENINI

Barrister &amp; Solicitor

200 - 1808 Bowen Road

Nanaimo, BC V9S 5W4

Execution Date		
Y	M	D
20	11	04

Transferor(s) Signature(s)

ACMC HOLDINGS LTD. by its  
 authorized signatory:

Andrew McLane

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 2 of 28 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
JOSEPH ROTENBERG

Commissioner for Taking Affidavits in British Columbia

200 Main Street, Box 999  
Ucluelet, BC V0R 3A0

Y	M	D
20	11	03

The District of Ucluelet by its authorized  
signatories:

\_\_\_\_\_  
Name: MAYCO NOEL

\_\_\_\_\_  
Name: MARK BOYSEN, CAO

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**TERMS OF INSTRUMENT - PART 2**

**SECTION 219 COVENANT – USE AND DEVELOPMENT OF LAND**

*(Section 219 Land Title Act)*

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THIS AGREEMENT dated for reference the \_\_\_\_ day of October, 2020.

**BETWEEN:**

**DISTRICT OF UCLUELET**

Box 999

200 Main Street

Ucluelet BC V0R 3A0

(the "District")

**AND:**

**ACMC HOLDINGS LTD. (Inc. No. BC1106229)**

584 Beach Road

Qualicum Beach, BC V9K 1K7

(the "Owner")

**BACKGROUND:**

- A.** The Owner is the registered owner in fee simple of land more particularly described as: PID:027-473-538, Lot 13, District Lot 283, Clayoquot District, Plan VIP84686 ("**the Land**").
- B.** Section 219 of Lot 13 Title Act provides that a covenant, whether of a negative or positive nature, may be granted in favour of a municipality and may be registered as a charge against the title to land, and may contain provisions respecting the following:
- (1) the use of land or the use of a building on or to be erected on land;
  - (2) that land is to be built on in accordance with the covenant;
  - (3) that land is not to be built on or subdivided except in accordance with the covenant; and
  - (4) that land is not to be used, built on or subdivided.
- C.** The Owner wishes to grant and the District wishes to accept these covenants over Lot 13 restricting the subdivision of Lot 13 in the manner herein provided;

**WITNESS THAT** in consideration of \$10 now paid by the District to the Owner and in consideration of the covenants and conditions hereinafter contained to be observed and Performed by the Owner and the District and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Owner and the District), the Owner and the District hereby covenant and agree with each other as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

### **1.1 In this Agreement:**

“Approving Officer” means the subdivision approving officer for the District, appointed under section 77 of Lot 13 *Title Act*.

“Daily Amount” means \$500.00 per day.

“Subdivision Plan” means the proposed plan to subdivide Lot 13, substantially in accordance with the plan attached to this Agreement as Schedule A.

“Ownership Housing Agreement” means an agreement in the form attached to this covenant as Schedule C, which agreement is to be both a housing agreement under section 483 of the *Local Government Act* and a covenant under section 219 of Lot 13 *Title Act*.

“Rental Housing Agreement” means an agreement in the form attached to this covenant as Schedule B, which agreement is to be both a housing agreement under section 483 of the *Local Government Act* and a covenant under section 219 of Lot 13 *Title Act*.

## **2. SCHEDULES**

The following schedules are attached to and form part of this Agreement, and a reference in this Agreement to one or more schedules is a reference to one or more of the following schedules:

Schedule A – Subdivision Plan

Schedule B – Rental Housing Agreement

Schedule C – Ownership Housing Agreement

## **3. RESTRICTIONS ON SUBDIVISION OF LOT 13**

### **3.1 The Owner shall not subdivide Lot 13:**

- (1) except in substantial accordance with the Subdivision Plan, provided that the District’s Manager of Planning in his, her or their sole discretion may authorize minor deviations from the Subdivision Plan; and

(2) unless together with the subdivision of Lot 13 the Owner also registers a Rental Housing Agreement on the title of eleven (11) of the Lots created by the subdivision of Lot 13, together with an Ownership Housing Agreement on the titles of twenty-two (22) of the Lots created by the subdivision of Lot 13.

3.2 Nothing in this section or this covenant shall be construed as obliging the Approving Officer to approve a subdivision that complies with the Subdivision Plan, or in any way limiting or affecting the discretion of the Approving Officer in relation to the subdivision of the Lot 13.

3.2 The agreements required to be registered concurrent with the subdivision of Lot 13 as provided for herein must be registered in priority to all financial charges and encumbrances which may have been registered or are pending registration against the title to Lot 13, save and except those specifically approved in writing by the District or which are in favour of the District.

#### **4. INDEMNITY AND RELEASE**

4.1 The Owner shall indemnify and keep indemnified the District from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever, whether based in law or equity, whether known or unknown, which anyone has or may have against the District or which the District incurs as a result of any loss, damage or injury, excluding economic loss or consequential loss or deprivation, arising out of or connected with any breach by the Owner of this Agreement.

4.2 The Owner hereby releases, saves harmless and forever discharges the District of and from any claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever which the Owner can or may have against the District, whether based in law or equity, whether known or unknown, for any loss, damage or injury, excluding economic or consequential loss or deprivation, that the Owner may sustain or suffer arising out of or connected with this Agreement, or any breach by the Owner of any covenant in this Agreement, save and except as a result of any breach by the District of this Agreement or the negligent acts or omissions on the part of the District or its personnel.

4.3 The indemnity and release provisions of sections 4.1 and 4.2 shall survive the expiry or termination of this Agreement.

#### **5. POWERS PRESERVED**

Nothing in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised in relation to Lot 13 as if this Agreement had not been executed.

## **6. BINDING EFFECT**

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

## **7. WAIVER**

The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

## **8. DEFAULT AND REMEDIES**

- 8.1** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 8.2** The Owner acknowledges the District might not have exercised its discretion to rezone Lot 13 for the Proposed Development but for the Owner's promise to create needed affordable housing, and the Owner agrees that without limiting the District's right to any other remedies available at law or in equity for a breach of this Agreement, if the Owner is in breach of this Agreement the District may seek an injunction and the Owner will not resist the granting of such an injunction on the basis that damages would be an adequate remedy for the breach.
- 8.3** The Owner acknowledges and agrees that the District requires affordable housing for residents of Ucluelet in order to attract and retain residents to work for local businesses and that these businesses generate tax and other revenue for the District and economic growth and opportunities for the community. The Owner therefore agrees that, in addition to any other remedies available to the District under this Agreement at law or in equity, if Lot 13 is used in breach of this Agreement the Owner will pay, as a rent charge under section 8.4, the Daily Amount to the District for each date of the breach of the Agreement. The Daily amount is due and payable immediately upon receipt by the Owner of an invoice from the District for the same.
- 8.4** The Owner hereby grants to the District a rent charge under Section 219 of *Land Title Act*, and at common law, securing payment by the Owner to the District of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District in law or in equity.

## **9. SURVIVAL**

All provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

## **10. ENTIRE AGREEMENT**

The whole agreement between the parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.

## **11. ENUREMENT**

This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.

## **12. SEVERABILITY**

Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

## **13. COUNTERPARTS**

This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement in the General Instrument - Part I, which is attached to and forms part of this Agreement.



Schedule A

PLANTING NOTES

- 1. ALL LANDSCAPE INSTALLATION AND MAINTENANCE SHALL MEET OR EXCEED THE MOST RECENT STANDARDS SET OUT BY THE CANADIAN NURSERY LANDSCAPE ASSOCIATION (CNLA) CANADIAN SOCIETY OF LANDSCAPE ARCHITECTS (CSLA) CANADIAN LANDSCAPE STANDARD.
- 2. TREES SHALL BE PLANTED DURING THE DORMANT SEASON (OCTOBER - APRIL).
- 3. LANDSCAPE MAINTENANCE SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS SET OUT IN TABLE 1-14.2. MAINTENANCE LEVELS - LEVEL 5 BACKGROUND & NATURAL OF THE CANADIAN LANDSCAPE STANDARD.
- 4. ESTABLISHMENT MAINTENANCE SHALL MEET THE REQUIREMENTS SET OUT IN SECTION 1.3. ESTABLISHMENT MAINTENANCE OF THE CANADIAN LANDSCAPE STANDARD. ALL PROPOSED PLANT MATERIAL SHALL BE MAINTAINED BY THE OWNER FOR THE THREE YEAR MAINTENANCE PERIOD FROM THE TIME OF SUBSTANTIAL COMPLETION TO ENSURE PLANT ESTABLISHMENT AND TO MAINTAIN PLANT VIGOR.
- 5. RECOMMENDED MAINTENANCE PROCEDURES & FREQUENCIES:  
PROCEDURE: FREQUENCY:  
HAND WATERING: WEEKLY OR AS REQUIRED DURING FIRST GROWING SEASON  
INSPECTION: 3 TIMES PER YEAR  
LITTER REMOVAL: 3 TIMES PER YEAR  
WEED REMOVAL (INSIDE & AROUND ENCLOSURE): 3 TIMES PER YEAR  
INVASIVE PLANT ERADICATION AND CONTROL: AS REQUIRED  
REPAIR: AS REQUIRED
- 6. ALL PLANT MATERIAL SHALL MATCH SPECIES AS INDICATED ON THE PLANTING LEGEND. PLANT MATERIAL QUALITY, TRANSPORT AND HANDLING SHALL COMPLY WITH CNLA/CSLA STANDARDS FOR NURSERY STOCK.
- 7. CONTACT THE DISTRICT OF UCLUELET FOR APPROVAL OF ANY PLANT SUBSTITUTIONS. NO SUBSTITUTIONS WILL BE ACCEPTED WITHOUT PROOF WRITTEN APPROVAL BY THE DISTRICT.
- 8. EXCAVATED PLANT PITS SHALL HAVE POSITIVE DRAINAGE. PLANT PITS WHEN FULLY FLOODED WITH WATER SHALL DRAIN WITHIN ONE HOUR AFTER FILLING.
- 9. PROPERTIES FOR GROWING MEDIUM SHALL MEET OR EXCEED SECTION 6. GROWING MEDIA OF THE BCMTA/CSLA STANDARD FOR: LEVEL 5 BACKGROUND/NOY AREAS:  
GROWING MEDIUM TYPE: 3L (TREES)  
SOIL DEPTHS: 600mm (2'4") X 1.5X ROOTBALL DIAMETER
- 10. MULCH SHALL BE NON-COMPOSTED DARK MULCH PER SECTION 10 MULCHING OF THE CNLA/CSLA LANDSCAPE STANDARD INSTALLED AT A 75mm DEPTH X 1.5X DIAMETER OVER PLANTING PIT.

DEER BROWSE PROTECTION

- 1. INSTALL CIRCULAR ENCLOSURE AROUND DRIP LINE OF ALL TREES.
- 2. ENCLOSURE SHALL BE CONSTRUCTED OF 50mm X 100mm (2" X 4") PINE WIRE AT A MINIMUM HEIGHT OF 1.5m (5').
- 3. SUPPORT WIRE ENCLOSURE WITH (2) 75mm X 2.4m (3" X 8') ROUND MACHINE POINTED PRESSURE TREATED LANDSCAPE STAKES PER TREE. EMBED STAKES 765mm (30") MINIMUM.
- 4. PRESSURE TREATMENT SHALL BE PER CSA STANDARD DQ0.5, USING A WOOD PRESERVATIVE NON TOXIC TO SURROUNDING PLANT MATERIAL AND WILDLIFE.
- 5. SECURE WIRE TO STAKES WITH (3) GALVANIZED STAPLES PER STAKE
- 6. REMOVE ENCLOSURES IN (3) YEARS OR WHEN TREES HAVE REACHED 2.4m (8') IN HEIGHT.

TREE MANAGEMENT LEGEND

SYMBOL	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY.
SIGNIFICANT TREES TO BE RETAINED AND PROTECTED DURING CONSTRUCTION				
	PICEA SITCHENSIS SITKA SPRUCE	D.35-1.30 DBH	SEE PLAN	6
BUFFER TREES TO BE RETAINED AND PROTECTED DURING CONSTRUCTION				
	PRESERVED VEGETATION WITHIN FUTURE ROAD DEDICATION AND ON LOTS		SEE PLAN	
	PRESERVED VEGETATION WITHIN FUTURE PARK DEDICATION		SEE PLAN	
INTERNAL STREET TREES (SUBJECT TO SUBDIVISION APPROVAL OF OFF SITE WORKS)				
	50% CORYLUS NUTALLI PACIFIC DOGWOOD	2.0m	*APPROX. 9.0m O.C. (1 PER LOT)	16
	50% CRATAEGUS DOUGLASSII BLACK HAWTHORN			16

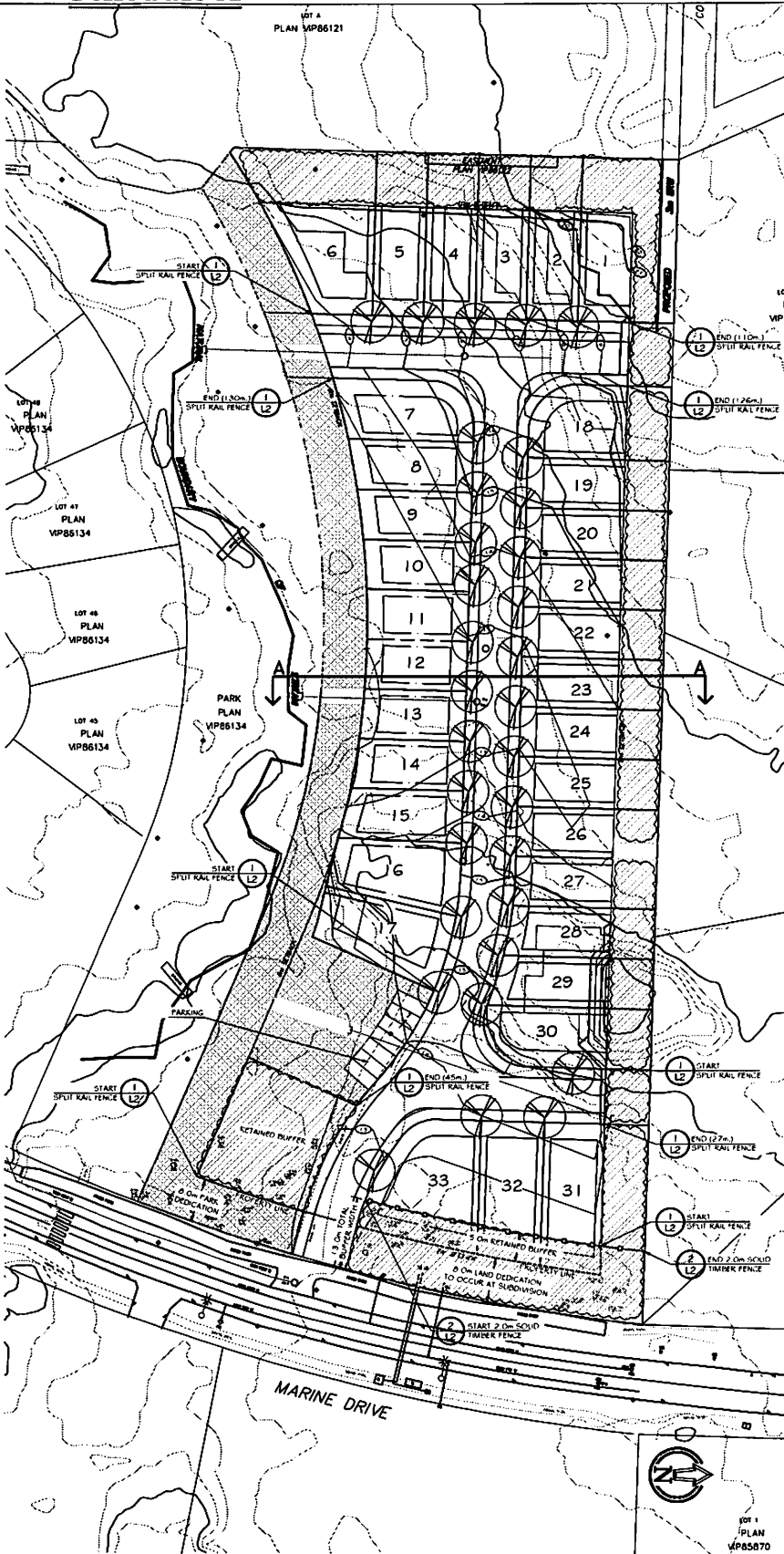
\*PRECISE TREE LOCATIONS TO BE SELECTED IN THE FIELD BY THE PROJECT ENGINEER TO AVOID CONFLICT WITH CIVIL WORKS.

GRADING LEGEND

SYMBOL	DESCRIPTION
	PROPOSED 1m FORMLINE
	PROPOSED 5m FORMLINE
	PROPOSED 10m FORMLINE
	APPROXIMATE LOCATION AND EXTENT OF BOULDER WALLS AS REQUIRED TO PROVIDE LEVEL FOUNDATION LOCATIONS FOR INDIVIDUAL LOTS. WALLS WILL BE CONSTRUCTED USING ON-SITE BLACK ROCK FROM EXCAVATION WORKS. WALLS SHOULD NOT EXCEED A SLOPE RATIO OF 1:1 OR 45%. THE SPECIFIC LOCATION AND DESIGN OF BOULDER WALLS OVER 1.2M SHALL BE DESIGNED AND APPROVED BY THE PROJECT ENGINEER OF RECORD DURING SUBDIVISION WORKS.

LAYOUT LEGEND

SYMBOL	DESCRIPTION
	PROPERTY LINE
	PROPERTY SETBACK LINE
	DETAIL NUMBER
	SHEET NUMBER



REVISION SCHEDULE		
#	Date	NOTES
0	JULY 2020	OF REVIEW DRAWINGS
1	AUGUST 2020	RECEIVED FOR DP
2	SEPT 2020	RECEIVED FOR DP
3	NOVEMBER 2020	RECEIVED FOR DP

LANDSCAPE PRESERVATION

Date: SEPTEMBER 30, 2020  
Drawn: CM  
Checked: STAFF  
Scale: 1:200 metric  
Project Number: 19-0239  
DRAWING NUMBER: L1 of 3

Lot 13 - Ucluelet  
A. McLane  
District of Ucluelet, BC

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF MACDONALD GRAY AND SHOULD NOT BE DISCLOSED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF MACDONALD GRAY.

macdonald gray

814 Shorewood Drive, Parksville, BC V9P 1S1  
TEL: 250 248 3081 FAX: 250 248 3082  
www.macdonaldgray.ca

**Schedule B**

**HOUSING AGREEMENT, SECTION 219 COVENANT, RENT CHARGE AND INDEMNITY**

THIS AGREEMENT dated for reference the    day of    October, 2020 is

**BETWEEN:**

**DISTRICT OF UCLUELET**, 200 Main Street, PO Box 999, Ucluelet, B.C., V0R 3A0  
(the "District")

**AND:**

**ACMC HOLDINGS LTD.**, PO Box 124 Station Main, Parksville, B.C., V9P 2G3  
(the "Owner")

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of the vacant parcel of land legally described as Parcel Identifier: 027-473-538, Lot 13, District Lot 283, Clayoquot District, Plan VIP84686 (the "Land");
- B. The Owner intends to subdivide the Land into thirty-three (33) residential building lots as illustrated on the plan attached hereto and marked as "Schedule A";
- C. The Owner intends to designate eleven (11) of the thirty-three (33) lots as Affordable Rental Lots;
- D. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- E. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land;
- F. The Owner and the District wish to enter into this Agreement to provide for Dwelling on the terms and conditions set out in this Agreement, and this Agreement is both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree as follows:

**PART I – DEFINITIONS****1. In this Agreement, the following words have the following meanings:**

- (a) “Affordable Housing Funder” means an institution or agency who provides a grant or preferential rate loan to support the development of Dwelling on the Land;
- (b) “Dwelling Unit” means dwelling units rented as Dwelling in accordance with Part II herein, to be used and occupied in accordance with this Agreement;
- (c) “Daily Amount” means \$500.00 per day;
- (d) “Dwelling Unit” means a residential dwelling unit constructed or located on the Land;
- (e) “Eligible Occupant” means a person authorized to occupy a dwelling unit on the Land under section 3(c) of this Agreement;
- (f) “Full-time” means an average of at least 1400 hours per year, and in the case of self-employment, means employment from which an individual earns at least 90% of his or her annual income;
- (g) “Qualified Person” means an individual who:
  - (i) has lived in the Alberni Clayoquot Regional District for a minimum of 6 months;
  - (ii) Is relocating or has relocated for work, showing proof of employment, within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region
  - (iii) has worked Full-Time for more than 6 months with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for one (1) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
  - (iv) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world; and,
  - (v) The Owner covenants and agrees that each Affordable Housing Rental Unit shall only be rented or leased to a Tenant whose Total Household Income is equal to or less than a Moderate Income as determined under section (v.)

- (vi) For the purposes of this Agreement, a "Moderate Income" means the total income from all sources of a Household that is equal to or less than eighty (80%) percent of the median household income of residents of the District of Ucluelet or nearest metropolitan area for which Statistics Canada compiles such data, if that agency does not compile separate household income data for the District of Ucluelet), as determined from time to time by Statistics Canada under the most recent census conducted by that agency. In the event that Statistics Canada does not determine the median household income, as aforesaid, in a calendar year while this Agreement is in effect, then for such year (the "Current Year") the Moderate Income as calculated for the previous year of this Agreement (the "Previous Year") shall be adjusted in an amount equal to the percentage change in the Consumer Price Index (All Items) maintained by Statistics Canada for the District of Ucluelet or closest metropolitan area, from January 1 of the Previous Year to January 1 of the Current Year

(h) "Senior" means an individual 55 years of age or older;

(i) "Tenancy Agreement" means a tenancy agreement, lease, license, or other agreement granting rights to occupy an Dwelling Unit; and,

(j) "Tenant" means an occupant of a dwelling unit on the Land by way of a Tenancy Agreement.

## **PART II – CONSTRUCTION on the LAND**

2. The Owner will design, construct and maintain on the Land at least one residential dwelling unit, in accordance with the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time, and, secondly, in accordance with the design, layout, fixture and finishing requirements described in Schedule C to this Agreement.

## **PART III – USE AND OCCUPANCY**

3. The Owner agrees that no Dwelling Unit will be used or occupied:

- (a) except as a permanent residence;

- (b) except by at least one Qualified Person;

- (c) by any person who is not a Qualified Person, unless that person is related by blood, adoption or foster parenthood to, or is living in a spousal relationship with, a Qualified Person who is also occupying Dwelling Unit.

4. The Owner agrees that the number of persons who reside in any Dwelling Unit must be equal to or less than the number of persons the District's building inspector determines (acting reasonably) can reside in that unit given the number and size of bedrooms in the unit and in light of any relevant standards set by the District in any bylaws of the District.

5. Within three (3) days after receiving notice from the District, the Owner will in respect of any Dwelling Unit, deliver, or cause to be delivered, to the District a statutory declaration, substantially in the form attached as Schedule B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of a Dwelling Unit no more than two (2) times in any calendar year. The Owner hereby irrevocably authorizes the District to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including but not limited to the provincial issuing authority for drivers licenses, of the request for information from the District to provide such information to the District.
6. If the Owner cannot comply with the occupancy requirements for any Dwelling Unit for reasons of hardship, the Owner may request that the District alter the Owner's obligations with respect to that Dwelling Unit on terms acceptable to the District, but no such request may be made later than thirty (30) days after the District has delivered to the Owner a notice of breach of this Agreement under Part V herein. The Owner must deliver the request in writing in accordance with section 26 of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.

#### **PART IV – RENTAL OF DWELLING UNITS**

7. The Owner must not rent or lease any Dwelling except to Qualified Persons or Eligible Occupants and except in accordance with the following additional conditions:
  - (a) the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Dwelling Unit will not exceed:
    - (i) \$875 for a one-bedroom unit;
    - (ii) \$1220 for a one-bedroom and den unit;
    - (iii) \$1220 for a two-bedroom unit; and
    - (iv) \$1550 for a two-bedroom and den or larger unit,provided that the amounts in (i) through (iv) above may be increased by the percentage change in in the all-items Consumer Price Index for British Columbia ending in the July that is most recently available for the calendar year for which a rent increase takes effect.
  - (c) the Owner will not require the Tenant to pay any extra charges or fees for use of any common property, limited common property, or other common area, or for sanitary sewer, storm sewer, or property taxes. For clarity, this section does not apply to cablevision, telephone, Internet, water, hot water or electric utility fees or other similar charges; i.e. gas, other unforeseen technologies.

- (d) any increase in rent must also comply with rules and procedures, including any limit on maximum annual increases, under the *Residential Tenancy Act*.
  - (e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;
  - (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to provide a statutory declaration of household income and real property in the form of Schedule A annexed hereto;
  - (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Dwelling Unit in breach of the use and occupancy restrictions contained in this Agreement;
  - (h) the Tenancy Agreement will identify all occupants of the Dwelling Unit, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Rental Housing Unit for more than fifteen (15) consecutive days or more than a total of thirty (30) days in any calendar year;
  - (i) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where the Affordable Rental Housing Unit is occupied by more than the number of people the District's building inspector determines (acting reasonably) can reside in the Dwelling Unit given the number of size of bedrooms in the Dwelling Unit and in light of any relevant standards set by District bylaw;
  - (j) the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Dwelling Unit for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
  - (k) the Tenancy Agreement will provide that the Tenant will not sublease the Dwelling Unit or assign the Tenancy Agreement; and
  - (l) the Owner will deliver a copy of the Tenancy Agreement to the District upon demand.
8. The Owner will terminate the Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Dwelling Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act*. Notwithstanding, in the event that an existing Tenant's income exceeds the maximum gross household income the Owner will be entitled to allow that Tenant to remain in occupancy under the Tenancy Agreement for a further 12 months. If upon expiry of this period the Tenants income for the previous year still exceeds the maximum gross household income then the Owner will terminate the Tenancy Agreement and providing the Tenant with notice as required under the Residential Tenancy Act.

9. The District may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the District considers desirable.

#### **PART V – DEFAULT AND REMEDIES**

10. The Owner acknowledges and agrees that the District requires affordable housing for residents of Ucluelet in order to attract and retain residents to work for local businesses and that these businesses generate tax and other revenue for the District and economic growth and opportunities for the community. The Owner therefore agrees that, in addition to any other remedies available to the District under this Agreement at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 12, the Daily Amount to the District for each date of the breach of the Agreement. The Daily amount is due and payable immediately upon receipt by the Owner of an invoice from the District for the same.
11. The Owner hereby grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District in law or in equity.

#### **PART VI - INTERPRETATION**

12. In this Agreement:
  - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
  - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
  - (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
  - (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
  - (f) time is of the essence;
  - (g) all provisions are to be interpreted as always speaking;

- (h) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;
- (i) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- (j) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

## **PART VII – MISCELLANEOUS**

### **13. Housing Agreement – The Owner acknowledges and agrees that:**

- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*; and,
- (b) where a Dwelling Unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the *Local Government Act* in the LTO against title to the Dwelling Unit.

### **14. Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the District to inspect the Affordable Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Rental Housing Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.**

### **15. Indemnity – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:**

- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
- (b) the Owner’s ownership, lease, operation, management, or financing of the Land or any Dwelling Unit; or
- (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.



16. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
17. **Survival** – The obligations of the Owner set out in sections 16 and 17 will survive termination of this Agreement.
18. **District Powers Unaffected** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
  - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
  - (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or
  - (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.
19. **Agreement for Benefit of District Only** – The Owner and the District agree that:
- (a) this Agreement is entered into for the benefit of the District;
  - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier, or user of the Land or any Dwelling Unit;
  - (c) the District may at any time execute a release and discharge of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.
20. **No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
21. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet  
200 Main Street  
PO Box 999  
Ucluelet, B.C. V0R 3A0

Attention: Manager of Community Planning

or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice that is delivered is considered to have been given on the first day after it is dispatched for delivery.

22. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
23. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
24. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
25. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
26. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
27. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
28. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
29. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

30. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
31. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
32. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

SCHEDULE A

STATUTORY DECLARATION

CANADA

PROVINCE OF BRITISH COLUMBIA

IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF UCLUELET  
("Housing Agreement")

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

- 1. I am applying to rent or continue renting \_\_\_\_\_ (the "Dwelling Unit"), and make this declaration to the best of my personal knowledge.
- 2. The Dwelling Unit has \_\_\_\_\_ bedrooms.
- 3. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling Unit.
- 4. For the period of the latest calendar year, the total Household Income from all sources of income for all adult residents of the Dwelling Unit was \_\_\_\_\_.
- 5. I am employed by \_\_\_\_\_, located at \_\_\_\_\_.
- 6. I have been living in the Alberni Clayoquot Regional District since \_\_\_\_\_.
- 7. During the past ten years, I have worked or volunteered full time for the following employers or institutions located in the Alberni Clayoquot Regional District:

Business or Institution :	Dates:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- 8. No adult resident of the Dwelling Unit or his or her spouse or common law partner owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world.
- 9. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at \_\_\_\_\_ )  
\_\_\_\_\_, British Columbia, )  
this \_\_ day of \_\_\_\_\_ )  
 )  
 )  
 )  
 )  
 )  
A Commissioner for taking Affidavits )  
For British Columbia )

**SCHEDULE B****STATUTORY DECLARATION****CANADA****PROVINCE OF BRITISH COLUMBIA****IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF UCLUELET**  
**(" Housing Agreement" )**

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am the owner of \_\_\_\_\_ (the "Dwelling" unit), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling unit.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_ the unit was occupied only by Qualified Persons or other eligible persons (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

Names, addresses and phone numbers of Qualified Persons or eligible persons:

Names, addresses and phone numbers of employers:

[Attach copy of Schedule A Declaration]

4. The rent charged each month for the Dwelling Unit is as follows:
  - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ \_\_\_\_\_ per month;
  - (b) the rent on the date of this statutory declaration: \$ \_\_\_\_\_; and
  - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$ \_\_\_\_\_.
5. I acknowledge and agree to comply with the Owner's obligations under this Agreement, and other charges in favour of the Municipality registered in the land title office against the land on which the unit is situated and confirm that the Owner has complied with the Owner's obligations under these Agreements.
6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at \_\_\_\_\_ )  
 \_\_\_\_\_, British Columbia, )  
 this \_\_ day of \_\_\_\_\_ )

\_\_\_\_\_  
 A Commissioner for taking Affidavits  
 For British Columbia )

**SCHEDULE C****HOUSING CONSTRUCTION STANDARDS****SUITE FURNISHINGS**

1. Kitchen appliances that must be included in the finished suite are: fridge, stove, dishwasher and range hood.
2. Refrigerators must be "frost-free" and a minimum size of 18 cu. Ft. Ranges/ovens must be 30 inches minimum width.
3. Bathrooms must include a minimum cabinet frontage of 30 inches, 1 toilet paper holder, 1 towel bar, and mirror.
4. A hot water tank must be provided at a minimum size of 40 gallons and must meet Energy Star standards.
5. Each unit must have a laundry closet or room. The laundry closet/room shall include the required plumbing, electrical and venting connections for the washer and dryer.
6. Blinds must be provided on all windows and glazed doors. Light colours are recommended to maximize reflection of solar radiation. Vertical or horizontal aluminum "mini-blinds" are both acceptable.

**FINISH CARPENTRY**

1. Cabinets must be standard sizes and pre-manufactured, designed with heavy duty hardware for long lasting durability and capable of withstanding rough handling. Cabinets with front frames are generally unacceptable.
2. Baseboards must be provided on all walls (except within closets).
3. Painted sills must be provided for all windows.

**FLOORING**

1. Carpet, Linoleum, laminate, wood, textured concrete, bamboo, cork or ceramic tile must be used for durability.
2. Carpet is acceptable in bedrooms and internal stairways.  
Where practical, carpet colours should be earth tones and mottled to hide stains.

**PAINTING AND WALL COVERINGS**

1. Paints with low VOC and washable finish are required. Washable paint surfaces should be used in kitchens, bathrooms.
2. Spray texture ceiling finish is permitted.
3. All work, interior and exterior, shall be to MPDA "Premium Grade" standards (i.e. primer plus two finish coats).

## **PLUMBING**

1. Water shut-offs must be accessible.
2. Bathroom fixtures shall be of one uniform colour.
3. Bathtubs must be minimum 5 feet in length. Damaged or repaired tubs are not permitted.
4. Water closets must be of vitreous china with an anti-sweat tank liner.

## **HEATING AND VENTILATING**

1. All bathrooms must have a 90 CFM fan controlled by a de-humidistat to control humidity levels with a maximum sound level of 2.5 sones.

## **ELECTRICAL**

1. Each suite must be pre-wired for telephone, cable TV, and internet services.
2. Smoke detectors shall be provided as required by code.

## **ENERGY EFFICIENCY**

1. The Owner must provide documentation that each dwelling unit has achieved compliance with the BC Energy Step Code level 1

**HOUSING AGREEMENT, SECTION 219 COVENANT, AND INDEMNITY**

THIS AGREEMENT dated for reference the    day of October, 2020 is

**BETWEEN:**

**DISTRICT OF UCLUELET**, 200 Main Street, PO Box 999, Ucluelet, B.C., V0R 3A0  
(the "District")

**AND:**

**ACMC HOLDINGS LTD.**, PO Box 124 Station Main, Parksville, B.C., V9P 2G3  
(the "Owner")

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of the vacant parcel of land legally described as Parcel Identifier: 027-473-538, Lot 13, District Lot 283, Clayoquot District, Plan VIP84686 (the "Land");
- B. The Owner intends to subdivide the Land into thirty-three (33) residential building lots as illustrated on the plan attached hereto and marked as "Schedule A";
- C. The Owner intends to designate twenty-two (22) of the thirty-three (33) lots as Affordable Ownership Lots;
- D. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- E. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land;
- F. The Owner and the District wish to enter into this Agreement to provide for Dwelling on the terms and conditions set out in this Agreement, and this Agreement is both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree as follows:

**PART I – DEFINITIONS**

1. In this Agreement, the following words have the following meanings:

- (a) "Affordable Housing Funder" means an institution or agency who provides a grant or preferential rate loan to support the development of Dwelling on the Land;



(b) "Dwelling Unit" means a residential dwelling unit constructed or located on the Land;

(c) "Qualified Person" means an individual who:

- (i) has lived in the Alberni Clayoquot Regional District for a minimum of 6 months;
- (ii) Is relocating or has relocated for work, showing proof of employment, within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region
- (iii) has worked Full-Time for more than 6 months with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for one (1) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
- (iv) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world; and,
- (v) has a gross annual household income meeting the requirements of the Affordable Home Ownership Program administered by BC Housing;

(d) "Senior" means an individual 55 years of age or older.

## **PART II – DISTRICT'S CONTRIBUTION**

2. The District has determined to contribute the sum of \$320,000.00 to reduce the costs of servicing the twenty-two (22) Affordable Ownership Lots which are the subject of this Agreement.
3. The District has agreed to pay the Owner the sum of \$320,000.00 immediately following the issuance of an Occupancy Permit for the residential dwelling constructed on the last of the twenty-two (22) Affordable Ownership Lots.

## **PART III – CONSTRUCTION ON THE LAND**

4. The Owner will design, construct and maintain on the Land at least one residential dwelling unit, in accordance with the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time.

**PART IV – TRANSFER, USE AND OCCUPANCY**

5. The Owner agrees that no Lot will be sold or transferred to any person other than a Qualified Person participating in the Affordable Home Ownership Program administered by BC Housing.

**PART V - INTERPRETATION**

6. In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
  - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
  - (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
  - (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
  - (f) time is of the essence;
  - (g) all provisions are to be interpreted as always speaking;
  - (h) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;
  - (i) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
  - (j) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

**PART VI – MISCELLANEOUS**

7. **Housing Agreement** – The Owner acknowledges and agrees that:
- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*; and,
  - (b) where a Dwelling Unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the *Local Government Act* in the LTO against title to the Dwelling Unit.

8. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
  - (b) the Owner's ownership, development, operation, or financing of the Land or any Dwelling Unit; or
  - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
9. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, development, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
10. **Survival** – The obligations of the Owner set out in sections 8 and 9 will survive termination of this Agreement.
11. **District Powers Unaffected** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
  - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
  - (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or
  - (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.
12. **Agreement for Benefit of District Only** – The Owner and the District agree that:
- (a) this Agreement is entered into for the benefit of the District;
  - (b) this Agreement is not intended to protect the interests of the Owner, or any future owner, occupier, or user of the Land or any Dwelling Unit;

(c) the District may at any time execute a release and discharge of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

**13. No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

**14. Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet  
200 Main Street  
PO Box 999  
Ucluelet, B.C. V0R 3A0

Attention: Manager of Community Planning

or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice that is delivered is considered to have been given on the first day after it is dispatched for delivery.

**15. Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.

**16. Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

**17. Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.

**18. Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.

**19. Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.

20. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
21. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
22. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
23. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
24. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
25. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL**

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.

Notwithstanding the foregoing, under Section 42 of the *Property Law Act* a purchaser of “residential real property” (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt may rescind (cancel) the Contract of Purchase and Sale by serving written notice to the seller within the prescribed period after the date that the acceptance of the offer is signed. If the buyer exercises their right of rescission within the prescribed time and in the prescribed manner, this Contract of Purchase and Sale will be of no further force and effect, except for provisions relating to payment of the deposits, if any.

2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

Notwithstanding the foregoing, if the buyer exercises their rescission rights under Section 42 of the *Property Law Act* and a deposit has been paid to the seller or the seller’s brokerage or anyone else, the prescribed amount that the buyer is required to pay in connection with the exercise of their rescission right will be paid to the seller from the deposit and the balance, if any, will be paid to the buyer without any further direction or agreement of the parties.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The buyer pays the purchase price or down payment in trust to the buyer’s lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date and the buyer signs the documents.
  - (b) The buyer’s lawyer or notary prepares the documents and forwards them for signature to the seller’s lawyer or notary who returns the documents to the buyer’s lawyer or notary.
  - (c) The buyer’s lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The buyer’s lawyer or notary releases the sale proceeds at the buyer’s lawyer’s or notary’s office.

Since the seller is entitled to the seller’s proceeds on the completion date, and since the sequence described above takes a day or more, it is strongly recommended that the buyer deposits the money and the signed documents at least two days before the completion date, or at the request of the conveyancer, and that the seller delivers the signed transfer documents no later than the morning of the day before the completion date.

While it is possible to have a Saturday completion date using the Land Title Office’s electronic filing system, parties are strongly encouraged not to schedule a Saturday completion date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in section 9, which are staying on title before becoming legally bound. If you as the buyer are taking

## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL** (continued)

out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

### **Costs to be Borne by the Seller**

Lawyer or notary Fees and Expenses:  
 - attending to execution documents  
 Costs of clearing title, including:  
 - investigating title,  
 - discharge fees charged by encumbrance holders,  
 - prepayment penalties.  
 Real Estate Commission (plus GST).  
 Goods and Services Tax (if applicable).

### **Costs to be Borne by the Buyer**

Lawyer or notary Fees and Expenses:  
 - searching title,  
 - drafting documents.  
 Land Title Registration fees.  
 Survey Certificate (if required).  
 Costs of Mortgage, including:  
 - mortgage company's lawyer/notary,  
 - appraisal (if applicable),  
 - Land Title Registration fees.  
 Fire Insurance Premium.  
 Sales Tax (if applicable).  
 Property Transfer Tax.  
 Goods and Services Tax (if applicable).

In addition to the above costs there maybe financial adjustments between the seller and the buyer pursuant to section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (eg. Empty Home Tax and Speculation Tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this contract will, in most cases, be prepared by the buyer's lawyer or notary and provided to the seller's lawyer or notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the completion date. The matters addressed in the closing documents referred to in sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this contract.
8. **RISK:** (Section 16) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions, not contained in this form, may be needed, and professional advice should be obtained. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. A Property Disclosure Statement completed by the seller may be available.
10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her immediate family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. Among the obligations included in Section 53 of the Real Estate Services Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the buyer and the seller should confirm their residency and citizenship status and the tax implications thereof with their lawyer/accountant.
12. **AGENCY DISCLOSURE:** (Section 21) All designated agents with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.



**BCrea**  
British Columbia  
Real Estate Association



THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

## CONTRACT OF PURCHASE AND SALE

BROKERAGE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_ MLS® NO: \_\_\_\_\_

BUYER: \_\_\_\_\_ SELLER: ACMC Holdings Ltd.

BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ADDRESS: 584 Beach Road

\_\_\_\_\_ PC: \_\_\_\_\_ Qualicum Beach, BC PC: V9K 1K7

**This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 26.**

### PROPERTY:

Marine Drive  
UNIT NO. ADDRESS OF PROPERTY

Ucluelet, BC

CITY/TOWN/MUNICIPALITY POSTAL CODE

PID OTHER PID(S)

Proposed Lot \_\_\_\_, District Lot 283, Clayoquot District, Plan EPP \_\_\_\_\_

### LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The Purchase Price of the Property will be \$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS (Purchase Price)

and, if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$ \_\_\_\_\_

\_\_\_\_\_ (Rescission Amount). The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.

2. **DEPOSIT:** A deposit of \$ \_\_\_\_\_ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: \_\_\_\_\_

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque

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BUYER'S INITIALS

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SELLER'S INITIALS



## PROPERTY ADDRESS

except as otherwise set out in this Section 2 and will be delivered in trust to \_\_\_\_\_ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that:

- A. the Conveyancer is a Lawyer or Notary;
- B. such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and

The parties acknowledge and agree that if the Buyer exercises the Rescission Right within the prescribed period and in the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

- (1) The additional terms and conditions attached hereto as Schedule "A".
- (2) The additional terms and conditions attached hereto as Schedule "B" concerning Policy Statement 6 of the Real Estate Development Marketing Act.
- (3) PRESALES CONDITION PRECEDENT OF THE SELLER (the "Owner/Developer")
  - (a) The Seller intends to offer each of Strata Lots 1 to 33 in the Development for sale to the first purchaser thereof.
  - (b) The BC Housing Commission has conditionally agreed to lend the Seller sufficient funds to construct the Development PROVIDED THAT the Seller has entered into a sufficient number of Contracts for the purchase and sale of Subdivision Lots in the Development to fully repay all funds loaned by the BC Housing Commission within the twelve (12) month period of marketing permitted under Policy Statement 6.
  - (c) It is expressly understood and agreed that this condition is for the sole benefit of the Seller. Unless this condition is waived or declared fulfilled by written notice given by the Seller to the Buyer on or before the date specified for this condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the Real Estate Services Act.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on See Section 2 of Schedule A, yr. \_\_\_\_\_ (Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at \_\_\_\_\_ o'clock \_\_\_\_m. on Completion Date, yr. \_\_\_\_\_ (Possession Date) or, subject to the following existing tenancies, if any:
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of Completion Date, yr. \_\_\_\_\_ (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- BUT EXCLUDING:** \_\_\_\_\_
- \_\_\_\_\_
8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on \_\_\_\_\_, yr. \_\_\_\_\_
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.
- 11B. **GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the

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BUYER'S INITIALS

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SELLER'S INITIALS

## PROPERTY ADDRESS

transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

12. **TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions under the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the Managing Broker(s), Associate Broker(s) and representative(s) of those Brokerages (collectively the "Designated Agent(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
  - A. for all purposes consistent with the transaction contemplated herein;
  - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

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BUYER'S INITIALS

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SELLER'S INITIALS

## PROPERTY ADDRESS

- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and  
 D. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in Section 25(c) below is a confirmation of the equitable assignment by the Seller in the listing contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

~~20A. **RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.~~

21. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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INITIALS

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with \_\_\_\_\_

DESIGNATED AGENT(S)

who is/are licensed in relation to \_\_\_\_\_

BROKERAGE

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INITIALS

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with \_\_\_\_\_

DESIGNATED AGENT(S)

who is/are licensed in relation to \_\_\_\_\_

BROKERAGE

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INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA form entitled "*Disclosure of Risks Associated with Dual Agency*" and hereby confirm that they each consent to a dual agency relationship with \_\_\_\_\_

DESIGNATED AGENT(S)

who is/are licensed in relation to \_\_\_\_\_

BROKERAGE

having signed a dual agency agreement with such Designated Agent(s) dated \_\_\_\_\_

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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA form "*Disclosure of Risks to Unrepresented Parties*" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSA form "*Disclosure of Risks to Unrepresented Parties*" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

**22. ACCEPTANCE IRREVOCABLE** (Buyer and Seller):

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BUYER'S INITIALS



The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, the Seller's acceptance is irrevocable including without limitation during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

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SELLER'S INITIALS



**23. DISCLOSURE OF BUYER'S RESCISSION RIGHT** The Seller and the Buyer hereby acknowledge that, unless the Property is exempt from the Rescission Right, the Buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the Seller within the prescribed period and in the prescribed manner (the "Rescission Right") and the parties hereby acknowledge the following:

- A. the Buyer cannot waive the Rescission Right;
- B. the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);
- C. if the Buyer exercises the Rescission Right, the Buyer must promptly pay to the Seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale.
- D. If the Buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the Buyer will be required to pay the shortfall; and
- E. the following are exempt from the Rescission Right:
  - (i) residential real property that is located on leased lands;
  - (ii) a leasehold interest in residential real property;
  - (iii) residential real property that is sold at auction;
  - (iv) residential real property that is sold under a court order or the supervision of the court; and
  - (v) a Contract of Purchase and Sale to which Section 21 of the *Real Estate Development Marketing Act* applies.

The Buyer and the Seller each acknowledge that the foregoing constitutes disclosure made pursuant to Section 57.1 of the Real Estate Services Rules.

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BUYER'S INITIALS

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SELLER'S INITIALS

**24. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

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BUYER'S INITIALS

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SELLER'S INITIALS

## PROPERTY ADDRESS

25. **OFFER:** This offer, or counter-offer, will be open for acceptance until \_\_\_\_\_ o'clock \_\_\_\_\_ m. on \_\_\_\_\_, yr. \_\_\_\_\_ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

YES

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INITIALS

NO

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INITIALS

SEAL

SEAL

SEAL

BUYER

BUYER

BUYER

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

26. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after Completion. Seller's acceptance is dated \_\_\_\_\_, yr. \_\_\_\_\_

The Seller declares their residency:

RESIDENT OF CANADA

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INITIALS

NON-RESIDENT OF CANADA

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INITIALS

as defined under the *Income Tax Act*.

SEAL

SEAL

SEAL

SELLER

SELLER

SELLER

PRINT NAME

PRINT NAME

ACMC Holdings Ltd.

PRINT NAME

WITNESS

WITNESS

WITNESS

**NOTICE FOR BUYER'S RESCISSION RIGHT:** If the Buyer is entitled to exercise the Rescission Right, the Seller's mailing address, email address and/or fax number for notice of rescission is as follows:

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Any notice of rescission given by the Buyer will be deemed to have been delivered on the day it was sent if delivered in accordance with the Home Buyer Rescission Period Regulation.

The date of acceptance of this contract is \_\_\_\_\_ (the "**Final Acceptance Date**") and, if applicable, the date by which the Buyer must exercise the Rescission Right, is \_\_\_\_\_.

\*PREC represents Personal Real Estate Corporation

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BC2057 REV. JAN 2023

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## SCHEDULE A

### **REVISED AND ADDITIONAL TERMS AND CONDITIONS**

1. **Purchase Price.** The Purchase Price stated in Section 1 of the attached Contract of Purchase and Sale **DOES NOT** include GST. The Buyer shall be responsible for payment of GST in addition to the Purchase Price. GST is currently calculated in British Columbia at the rate of 5.0% of the Purchase Price.
2. **Completion Date.**

(a) The completion will occur on that date that is fourteen (14) calendar days following the date that written notice is received by the Buyer from the Seller (the "Developer") confirming that the land title for the Property have been issued by the Victoria Land Title Office and that the Lot and the Manufactured Home thereon has been approved for occupancy (the "Completion Date").

**The Seller currently expects that the Completion Date will be on or before December 31, 2023.**

(b) In the event that the title for the Property has not been issued by the Victoria Land Title Office and the Subdivision Lot and the Manufactured Home thereon have not been approved for occupancy on or before **March 31, 2024**, then this Contract may be terminated at the option of the Buyer and if so, the Deposit shall be returned to the Buyer and the Buyer and the Seller shall be released from all of their respective obligations under the Contract.

(c) Notwithstanding Section 2(b) herein, herein, if the Seller is delayed in completing the sale of the Property as a result of pandemic, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment, flood, act of God, delay, or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, climactic conditions, interference of the Buyer, or any other event beyond the control of the Seller, then the Completion Date will be extended for a period equivalent to such period of delay.

(d) If the completion date falls on a Saturday or Sunday, then completion shall be on the next following business day.

(e) If this Contract is signed by the Buyer and Seller after title to the Property has been issued by the appropriate land title office and the Property is ready for occupancy, then the Completion shall be on the date that the Buyer and Seller have agreed to as the date of Completion.

3. **Termination.** **IN THE EVENT** the written notice provided for in Section 2 herein has not been delivered by the Seller to the Buyer on or before **March 31, 2024** (the "**Outside Completion Date**"), then this Contract may be terminated at the

-2-

option of the Buyer and, if so, the Deposit shall be returned to the Buyer and the Buyer and the Seller shall be released from all of their respective obligations under the Contract.

4. **Restriction on Assignment of Contract.** The Buyer and the Seller agree that Section 20A has been intentionally deleted from the Contract.

**The Buyer and the Seller further agree that the Seller will not permit the assignment of this Contract.**

5. **Disclosure Statement and Other Acknowledgments.** The Buyer acknowledges that the Buyer has received a copy of and has been given an opportunity to read the disclosure statement dated January 6, 2023 with respect to the lands located at Lot 13 Marine Drive, Ucluelet, British Columbia (the "Disclosure Statement") and any amendments thereto to the date of this contract of purchase and sale (the "Contract") and that this Contract constitutes a receipt in respect thereof. The Buyer has also had the opportunity to ask questions of, and receive answers from the Developer (as that term is defined in the Disclosure Statement) concerning the Development (as that term is defined in the Disclosure Statement), and to obtain such additional information necessary to verify the accuracy of the information contained in the Disclosure Statement and in the Rental Disclosure Statement in order for the Buyer to evaluate the merits and risks of the purchase of the Property.
6. **Deposits.** The Buyer shall pay a deposit in the sum noted in Section 2, Page 1 of the Contract. The deposit shall be paid to the real estate agent of the Buyer within 24 hours of acceptance of this offer by the Seller or as otherwise set forth in Section 2, Page 1 of the Contract. The deposits will be held in trust until the subdivision plan is deposited at the land title office and an instrument evidencing the interest of the Buyer in the subdivision lot has been registered in the appropriate land title office. The Seller may terminate this Contract if the Buyer does not make payment of any required deposit. If interest accrues on a deposit paid under this Contract, it shall accrue in favour of the Seller and not the Buyer.

If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the conditions precedent to completion by the Buyer have been satisfied or waived, the deposit together with any accrued interest thereon shall be forfeited to the Seller without prejudice to any other rights and remedies which the Seller may have at law or in equity.

Schedule A to Contract.doc

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(initials)



7. **Buyer's Conditions.** The obligation of the Buyer to complete the purchase of the Property is subject to the conditions, if any, as described in paragraph 8 below, being satisfied or waived on or before the noted dates.

The below condition(s) is/are for the sole benefit of the Buyer and may be waived unilaterally by the Buyer at any time on or before such date(s). If the Buyer does not give the Seller or the Seller's agent written notice of the satisfaction or waiver of any of such conditions on or before such date(s), this Contract will automatically be terminated and the Deposit will be returned to the Buyer.

8. **Buyer's Conditions (if any):**

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9. **Vendor's Condition** – The obligation of the Seller to complete the sale of the Property is subject to the Seller having entered into a sufficient number of Contracts of Purchase and Sale for the Lots as determined in the sole and absolute discretion of the Seller on or before **October 1, 2023**.

In the event this condition is not satisfied or waived unilaterally by the Seller on or before **October 1, 2023** this Contract will automatically be terminated and the Deposit will be returned to the Buyer.

10. **Costs and Taxes.** The Purchase Price stated in Section 1, Page 1 of the Contract does not include GST. The Buyer will pay all taxes, costs and expenses in connection with the completion of the sale and purchase of the

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-4-

Property, including any applicable PST or GST, save and except for the costs of the Seller incurred in clearing title to the Property of financial encumbrances.

11. **Notices.** Any notice to be given to the Buyer will be well and sufficiently given if deposited in any postal receptacle in Canada or the Buyer's country of residence addressed to the Buyer and sent by mail, postage prepaid or delivery by hand or transmitted by facsimile or email to the Buyer at the address set out above or to the Buyer's solicitors at their office and shall be deemed to have been received if delivered or transmitted, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing.
12. **Assignment.** Section 20A, Page 5 of the Contract is deleted. The Buyer acknowledges to and agrees with the Seller that no assignment of this purchase contract is permitted.
13. **Governing Law.** This Agreement shall be governed by the laws of the Province of British Columbia. The Seller and Buyer agree to attorn to the jurisdiction of the British Columbia Courts which shall have the exclusive jurisdiction to determine any legal dispute arising out of this Contract.
14. **Entire Agreement.** This Contract constitutes the entire agreement made between the Seller and Buyer and there are no representations, warranties, covenants, or agreements, express or implied, collateral or otherwise, made by the Seller, or any of its sales representatives in connection with the Property or this sale, except those expressly set forth in this Contract or otherwise given in writing, all of which will survive the completion of this sale.
15. **Executions.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but which taken together shall constitute one and the same instrument. Counterparts may be delivered by facsimile or other electronic means and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Schedule A to Contract.doc

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(initials)

16. **General.**

- a. The Seller and Buyer will each deliver to the other such further documents and assurances and do all such further acts as may be reasonably required to give full effect to the intent and meaning of this Contract.
- b. The Buyer will bear all costs of the conveyance, including, without limitation, property transfer tax, and his/her own lawyer's fees and disbursements, and, if applicable, any costs related to arranging a mortgage, and the Seller will bear all costs of clearing title.
- c. Grammatical variations of any terms herein defined have similar meanings. Words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa, as the context requires.
- d. If the Buyer is more than one person, all obligations of the Buyer will be joint and several.

## **SCHEDULE B**

### **POLICY STATEMENT 6 – RIGHT OF RESCISSION**

**Policy Statement 6 permits a developer to market and offer for sale development units (subdivision lots) for which the developer has not yet received a satisfactory financing commitment, but only on complying with the following terms and conditions:**

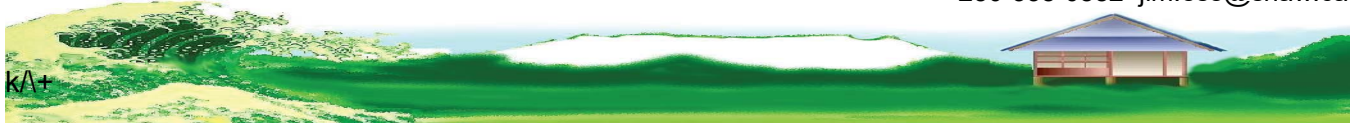
- (a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 12 months or less from the date the developer filed the disclosure statement with the Superintendent;**
- (b) The developer markets the proposed development units (subdivision lots) under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the Superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the Superintendent during that period. The developer must also either:**
  - (i) prior to the expiry of the 12 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or**
  - (ii) upon the expiry of the 12 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.**

**Additionally, the developer must provide written notice without delay to the superintendent if, during the 12 month period, all units (subdivision lots) in the development property being marketing under this Policy Statement are sold or the developer has decided not to proceed with the development.**

- (c) Any purchase agreement used by the developer, with respect to any development unit (subdivision lot) offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:**
  - (i) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;**
  - (ii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and**
  - (iii) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.**

# **EMERALD SEA ENGINEERING**

204-4685 Alderwood Place, Courtenay, BC V9N 9A1  
250-338-0882 jim.es@shaw.ca



Green Shores

Green Sites

Green Buildings

January 9, 2023

Andrew McLane  
Lot 13 Marine Drive  
Ucluelet, BC

**PROJECT: Proposed Subdivision  
Lot 13 Marine Drive  
Ucluelet, BC**

**SUBJECT: Flood Construction Level Hazard Report**

**Dear Sir**

## **1. Introduction**

The project consists of subdividing Lot 13 on Marine Drive in the District of Ucluelet (DoU) into 33 lots for low income housing. The Council has amended zoning to allow such use and has passed Bylaw 1270 entering into a housing agreement for these lots. During this process the District also adopted an Interim Tsunami Flood Planning policy and this subdivision falls in a zone that requires planning for Tsunami Flooding. As requested, Emerald Sea Engineering has carried out an assessment of the flood hazard issues at the proposed site for the subdivision and has evaluated the requirements for constructing single family dwellings on these lots.

## **2. Project Description**

The location of the project is in Ucluelet on the southwest coast of Vancouver Island. Ucluelet is located on the Ucluth Peninsula which runs to the southeast along the coastline. The project is on the southwest, open Pacific Ocean side of the peninsula (see attached Project Location Map). The project is a 33 lot subdivision on Lot 13 Marine Drive in Ucluelet that overlooks the Pacific Ocean (See attached Subdivision Map). It is well above normal Flood Construction Levels for Coastal Storms, but it is in

**EMERALD SEA ENGINEERING**

Flood Construction Level Report  
Lot 13 Marine Drive  
District of Ucluelet  
January 9, 2022

an area that requires consideration of Tsunami Flooding. The construction of single family dwellings on the new lots will need to accommodate special provisions for Tsunami Planning which need to be identified as described below in the "Objectives" section. (See attached Reduced Size Site Plan).

**3. Objectives**

Our objective is to have our assessment provide the following:

- a. To assess the suitability of the site for subdivision and for the construction of single-family dwellings on the new lots as per the requirements of the DoU's current Tsunami Risk Tolerance – Interim Policy.
- b. Identify the appropriate Tsunami Flood elevations and evaluate the appropriate elevation for the Flood Construction Level for building floors in order to minimize the risk of flooding.
- c. Identify appropriate construction mitigation measures required to reduce the risk from Tsunami flooding for future single-family dwellings.
- d. Review concerns about stability, erosion and restriction of the floodway capacity with regard to the proposed development.
- e. Provide a report to the owner certifying that the land may be used safely as intended for the Flood Levels designated by the DoU and in accordance with the Provincial Flood Plain Management guidelines.
- f. Provide a report that may be used by the District of Ucluelet in considering support of the subdivision and Building Permits for Future Single-Family dwellings.

**4. Methods**

- a. The recent 2020 report on Coastal Flood Mapping (the "Coastal Flood Report") completed for the DoU by Ebbwater Consulting and Cascadia Coast Research Limited was reviewed.
- b. Topographic Plans and Aerial Photographs of the site were reviewed.
- c. While Ucluelet has no formal Floodplain Bylaw, they adopted a Tsunami Risk Tolerance – Interim Policy (the "Interim Policy") in March of this year and a review of this policy was completed.
- d. The BC Flood Hazard Land Use Guidelines 2017 have been reviewed.

**EMERALD SEA ENGINEERING**

Flood Construction Level Report  
Lot 13 Marine Drive  
District of Ucluelet  
January 9, 2022

- e. Documents referenced in the provincial flood hazard guidelines have been reviewed.
- f. ASCE/SEI 7-16 Minimum Design Loads on Buildings has been reviewed.
- g. EGBC Guidelines for Legislated Flood Assessments in a Changing Climate, 2018 was reviewed.
- h. An internet search was completed for general tsunami hazard planning information.

**5. District of Ucluelet, Tsunami Planning - Interim Policy**

- a. Based on the Coastal Flooding Report, the District of Ucluelet has identified levels that require planning for tsunami flooding. Anything below 18 m is in an area that requires planning for tsunami events. The elevation for critical facilities is also 18 m which is for the worse-case scenario for a tsunami with a splay fault rupture, 1 m of sea level rise, 2m high tide and 2 m of subsidence. This is mapped on OCP Map 6 (aka Tsunami Flood Planning Support Map 2/6). A portion of this map has been reproduced in the attached plan showing the area around the project and the project boundaries have been highlighted.
- b. For new lots with new dwellings, the default Tsunami Flood Reference Plane has been established as the splay fault rupture event as adjusted to local conditions as referenced by the numbered sections established in the Coastal Storm Flooding portion of the Coastal Flooding Report. This is approximately 15m at this project location which has been confirmed with the DoU Planning Department. This elevation is for a Splay Fault Rupture. While not attached to the interim policy, the 15m contour is mapped on Tsunami Flood Planning Support Map 1/6 in the Coastal Flooding Report. A portion of this has been reproduced in the attached plan showing the area around the project and the project boundaries have been highlighted. It is clear that most of the project is below the 15m default planning elevation. Site specific analysis is required to confirm and/or deviate from this.
- c. The policy requires conformance with the Provincial Flooding Land Use Guidelines (2017). These "Guidelines" identify a requirement to consider planning for tsunamis for a new subdivision but do not provide any detail on how to complete risk assessment or establish minimum tsunami elevations. In general they appear to be significantly less rigorous than the tsunami flood elevations identified in the Ucluelet Coastal Flood Report. The Guidelines, include as supplements, the Ausenco Sandwell 2011 reports

- a) Draft Policy Discussion Paper ; b) Guidelines for Management of Coastal Hazard Land Use and c) Sea Dike Guidelines. They also indicate that current Tsunami Hazard literature should be reviewed with a minimum review to include “Modelling of Potential Inundation Limits and Runup” by Aecom for CRD 2013 and “Tsunamis Levels on the British Columbia Coast” by Seaconsult Marine, 2008. The Coastal Flood Report is relatively recent and represents a current view of tsunami planning issues. Numerous other tsunami estimation and design documents found on the internet were also reviewed. They identified various levels of subsidence, sea level rise and seismic intensity which were generally less conservative than the DoU Coastal Flood Report and these were considered in this report.
- d. The BC Flood Plain Guidance does indicate that a minimum tsunami hazard equal to the Prince Williams Sound, March 28, 1964 “Alaskan Tsunami” should be considered and that planning should be for a 1 m sea level rise by the year 2100. Furthermore, it indicates that the planning levels for buildings should not be reduced unless construction to the FCL is on bedrock.
- e. The policy requires structures built in Tsunami Planning areas to be designed compliant with ASCE/SEI 7-16, Minimum Design Loads on Buildings. ASCE/SEI A7-16 has specific requirements for tsunami flood loading on buildings in Chapter 6 as a function of Building Risk Category. The building Risk Category as determined in Chapter 1 from Table 1.5-1 is I. As per Section 6.1.1, this category would not generally be required to be designed for Tsunami Loading as per Chapter 6 as it wouldn’t survive. However, local government can require design for tsunami loading which then upgrades the Risk Category. Since the DoU has required consideration of tsunamis for low risk buildings, the Risk Category becomes II. Risk Categories for Tsunami Hazard need to be adjusted as per Section 6.4 but this does not affect this Risk Category classification. However, there is an exception in Section 6.1.1 that indicates that single story buildings with no roof occupancy or critical equipment or systems need not be designed for the requirements of Chapter 6.
- f. The interim policy also indicates that the anchoring of foundations to bedrock be addressed in tsunami planning areas. This is likely a reference to the Provincial Guidelines which indicate that no reduction of Flood Construction Level Requirements



**EMERALD SEA ENGINEERING**

Flood Construction Level Report  
Lot 13 Marine Drive  
District of Ucluelet  
January 9, 2022

should be considered unless a building can be built to the FCL on bedrock. ASCE/SEI indicates there is no requirement for designing for Tsunami Hazard Loads. However, the DoU has indicated they would like the foundations anchored into rock.

**6. Site Conditions**

- a. The site exceeds an elevation of 22 m in the northeast corner and drops to below 12 metres in the south west corner near the adjacent creek (See attached Preliminary Site Plan for development with topography). This plan was prepared by Park City Engineering from 0.3m Lidar Data provided to them by the DoU. This data was then converted to 1m contours. This allows evaluation of flood elevations in consistent units to the planning maps. All elevations are in CGVD 2013 which is approximately mean sea level (MSL).
- b. Other than one cleared area where a high point of the rock has been broken out, the lot is heavily forested. Near surface soils are very shallow with most of the site having very shallow soils or exposed bedrock. However, there are some low lying areas of softer clays of significant depth

**7. Ucluelet Coastal Storm Flood Water Levels**

The site location is on the opposite (east) side of Marine Drive from the ocean. Across the road, the nearby shoreline is exposed to waves from the open Pacific Ocean. The Coastal Flood Report prepared for the District includes a suitable map for planning for coastal storm flooding. A portion of this (Map 4 from the Official Community Plan (OCP)) is attached showing the area close to the project. This map identifies the area across the street from the project as being in Zone 5 with a Coastal Flood Construction Reference Plane (FCRP) of 10.0 m. The project is well above this and no more detailed review of coastal storm flooding is required for this project.

**8. Site Specific Tsunami Flood Elevation**

- a. The Coastal Flooding Report indicates that the planning maps are based on simplified flood elevations for the most extreme levels for a seismic event for a splay fault rupture. A much more detailed analysis has been done and there are 52 transects perpendicular to shore which were analyzed for tsunami flooding (See attached Figure 5 - Location of

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Reaches and Transects). The project is clearly located between transect 46 and transect 47. The Tsunami Flood Elevations for each section are presented in the attached table of Tsunami modeling results and Section 46 and 47 are highlighted.

- b. The worst case of six possible scenarios is the G2018 S-A Splay Fault Rupture. The Flood Construction Reference Plane (FCRP) is 13.8 and 14.1 respectively with no sea level rise. If 1 m of sea level rise is added to this, the elevation is approximately consistent with the 15 m planning level. It appears as if the intent of the Interim Policy is to plan for the extreme Splay Fault Rupture adjusted to a local section with no different safety factor for all other uses. There are also some intermediate planning categories in the Interim Policy, Table 1, which one would have to coordinate with the planning department to determine the appropriate elevation as none is specified.

## **9. Sea Level Rise and Uplift**

- a. The Province requires planning for 1 m of Sea Level Rise by the year 2100. This is based on the 100 years starting in 2000 at a rate of 10 mm/year. From 2022 to 2100 that would mean a sea level rise of 780 mm.
- b. In addition to sea level rise, there are also long term geological processes that change the elevation of the land. On Vancouver Island, these processes lift the island up counteracting the affects of sea level rise. Based on Bornhold and Mazotto (2008), the uplift at Ucluelet is 2.6 mm/year. This acts to counteract sea level rise (See attached partial Table 1-1 from Appendix B Aus-Sand 2011 Sea Dike). For Ucluelet this is estimated to be 203mm over the next 78 years. This adjustment is ignored in the Coastal Flood Report and the District indicates it would like to use this as a safety factor for flood planning levels.
- c. The Sea Level Study by Bornhold 2008 indicates an estimated sea level rise of 4.6 cm (46 mm) at Tofino and 14.9 cm (149 mm) at Bamfield from 2007 to 2100 (See attached table of sea level rise for various locations in BC) but this was based on historic data and was prior to the province mandating adoption of the 10 mm/year sea level rise rate from 2000 to 2100.
- d. Using the required 10mm per year the best estimate of the required sea level rise is 780 mm. Less 203 mm for uplift this is 577 mm by the year 2100. The Coastal Flooding report assumes 1.0 m of sea level rise. The District indicates it would like to assume

the full 1 m of sea level rise to act as a safety factor.

## **10. Tide Levels**

In the Coastal Flooding Report, a tide level of 2.1 m, HHWLT or Higher High Water Large Tide has been added to the Tsunami Flood Reference Plane. The tides are an independent event from a tsunami. The probability of a tsunami and an extreme high tide occurring at the same time is much, much lower than that of a tsunami alone. HHWLT only occurs one day in a year and the tsunami is estimated to occur one day in 500 Years. This reduces the probability of these happening at the same time by a factor of 365 days/year. The probability of a 1 in 500 year Tsunami occurring on the same day as HHWLT is estimated to be a 1 day Tsunami/(500 yearsx365 days/years) multiplied by 1day of HHWLT/365 days or 1 day in 182,500 years. HHWLT is actually an instantaneous event but it may be reasonable to say it lasts one hour (+/- 100 or 200 mm). This further reduces the odds by a factor of 24 hours in a day, making the probability of occurrence to be 1 hour in 4,380,000 years.

The most probable tidal estimate to occur at the same time as a tsunami would be an average tide or mean sea level (MSL). The District indicates it would like to use the MHHWLT tide level to provide an additional safety factor.

## **11. Best Estimate of Combined Sea Level Rise Less Uplift and HHWLT Site Specific Splay Fault Rupture**

- a. The average of the tsunami flood elevation from the Splay Fault Rupture at sections 46 and 47 is 13.95 m. If we add 0.58 m for sea level rise we get 14.53 m. If we subtract HHWMT of 2.1 m we get an elevation of 12.43 m. This is my best estimation of the most probable tsunami planning levels based on the Coastal Flooding Report. This is below most elevations for this project with a low point of about 12 m and a high point of 22 m.
- b. This is also very significantly higher than the minimum standard set by the provincial government which is for the 1964 Alaskan Tsunami. This was recorded to be about 2 m high in Tofino (See attached Tide Gauge Record from Seaconsult 2008) and was reported to be of similar size at Ucluelet.

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- c. This can be contrasted to the more recent estimate in the Coastal Flooding Report of 13.95 plus 1 m of sea level rise, or 14.95 m (say 15.0 m) for the worse case of 6 hypothetical earthquake events with unknown probability. This is what we have been directed to use for tsunami planning by the DoU. In my estimation this elevation includes safety factors due to neglecting accurate sea level rise estimations, ignoring geologic uplift, ignoring the improbability of events associated with extreme high tides, and by choosing the most extreme events of six other events which were examined and are likely of equal probability. The baseline safety factor is about 2.5 m and doesn't include built in assumptions in the computer modelling.
- d. In my opinion, the elevation of 15 m exceeds the requirements that would be consistent with APEG BC Guidelines for Floodplain Assessments 2017 (See attached Letter of Assurance) with the exception that typically flood plain elevations are estimated based on the probability of events occurring, and such analysis was specifically excluded from this report.

**11. Construction Mitigation Measures**

The primary mitigation will be to fill the areas below 14 m elevation with large rock and construct a foundation 1 m high that anchors the building to rock. The attached colored contour map shows the elevation areas for cut and fill. It appears as if there will be an adequate volume of rock above the 15 m elevation to quarry on site. Above 15 m the site may be quarried down to 15 m or higher as required to provide a suitable partially leveled site. The second colored contour map simplifies the elevations to show areas to be filled up to 14 m and the areas where cuts can occur above the 15 m contour.

**12. Conclusions and Recommendations**

- a. My best estimation for the Buried Rupture Fault Tsunami flood elevation at this project is 12.43 m +/- tide level, the most probable of which is mean sea level. This exceeds the Provincial threshold set by the 1964 Alaska tsunami. ASCE 7-16 indicates the homes in this subdivision are exempt from the design requirements of Chapter 6 Tsunami Loading. However, the DoU has interpreted the Coastal Flood Report and The Interim Policy such that the project is required to use a 15.0 m GSC as the planning elevation for this project. The DoU also indicates we should anchor foundations to rock

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to resist tsunami wave impact. We propose to fill with large angular rock to an elevation of 14.0 m and then have an additional 1 m of concrete foundation which would be anchored to rock to meet the 15 m flood construction level.

- b. This is likely one of the first projects to fully require the use of and interpretation of the Coastal Flood Mapping Report and Tsunami Hazard Planning - Interim Policy. The Coastal Flood Mapping Report and supporting documents are complex and convoluted, not always consistent with each other and contain many assumptions and estimates. In my opinion, The Interim Policy for Tsunami Hazard Planning representing a first draft of interpreting the Coastal Flood Mapping Report still needs significant development, interpretations and revisions to become a clear vision and statement of the risk levels that the District and the Community are willing to accept for Tsunami Hazards. I recommend the District continue to pursue the development of and refinement of this document over the coming years as well updating reports to include statistical analysis of the possible events.
- c. In conclusion, I find that the Coastal Flood Mapping Report to be very conservative and estimate that the project with a minimum elevation of 15 m is well above my estimation of the Tsunami Flood Construction Plane for a Splay Fault Rupture. I find this project to be at lower risk from this event than required by the specified earthquake event and recommend that the subdivision be allowed to proceed with no additional special provisions.

**13. Acknowledgements**

- a. We acknowledge that this report has been prepared solely for, and at the expense of the owner for their express purpose of applying for development and building permits.
- b. This report may be used by the District of Ucluelet in consideration of subdivision approval and for issuing future Building Permits for single-family dwellings.
- c. Emerald Sea Engineering and Jim Mitchell, PEng have not acted for or as an agent of the District of Ucluelet in the preparation of this report.

**14. Limitations**

- a. The conclusions and recommendations submitted in this report are based upon the data obtained from a limited number of observations. The nature and extent of variations

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may not become evident until construction or further investigation. If unanticipated conditions are discovered, Emerald Sea Engineering should be contacted immediately to allow reassessment of the recommendations provided herein.

- b. The report applies to the subject project only and no warranty is made, expressed or implied. Emerald Sea Engineering accepts no responsibility for decisions made by an unauthorized third party using this report.

**15. Closure**

We appreciate being of service on this project. Please call the undersigned if you have any questions or you need further clarifications.

Sincerely,



Jim Mitchell, MSc Ocean Engineering, PEng 08 January 2023 Permit to Practice 1003605  
 Emerald Sea Engineering

Attachments:

- Project Location Plan
- Proposed subdivision Plan
- Preliminary Site Plan
- Partial Coastal Flooding Map
- Tsunami Flood Planning Support Map 2/6 18 m elevation
- Tsunami Flood Planning Support Map 1/6 15 m elevation
- Tsunami Flood Planning Support Map 5/6 Scenario Comparisons
- Computer Model Reaches and Transects
- Tsunami Results Table All Scenarios No SLR
- Ausenco Sandwell Uplift Rates
- Tofino 1964 Earthquake Tsunami Tidal Record
- Coloured Contour Map of Site showing areas above and below 14 m
- Coloured Contour Map showing Cut and Fill Areas
- APEG BC Flood Assurance Statement